

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

Tammy Barker, Timothy Robert Barker, and)	
Melisa Merryman, on behalf of themselves)	
and on behalf of those similarly situated,)	
)	
Plaintiffs,)	Case No. 08 C 50015
)	
v.)	Judge Kapala
)	Magistrate Judge Mahoney
Local 150, International Union of)	
Operating Engineers, AFL-CIO,)	Trial by Jury Demanded
)	
Defendant.)	

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF
THEIR MOTION FOR PRELIMINARY INJUNCTIVE RELIEF**

Plaintiffs Tammy Barker, Timothy Robert Barker, and Melisa Merryman ("Plaintiffs"), on behalf of themselves and on behalf of those similarly situated, by their undersigned counsel, submit this memorandum in support of their Motion For Preliminary Injunctive Relief against Defendant Local 150, International Union of Operating Engineers, AFL-CIO ("Local 150").

INTRODUCTION

This lawsuit arises from Local 150's violations of the Driver's Privacy Protection Act of 1994, 18 U.S.C. § 2721 *et seq.* (the "DPPA" or the "Act"). In particular, and as more fully set forth below, Local 150 has obtained, used, and/or disclosed Plaintiffs' and the putative class's (the "Class") personal information contained in motor vehicle records in contravention of the DPPA. In doing so, and in continuing to obtain, use, possess, and/or disclose such personal information, Local 150 has unlawfully infringed upon Plaintiffs' and the Class's statutory rights and their rights to privacy. As a result of the foregoing, Plaintiffs and the Class have suffered, currently suffer, and will continue to suffer irreparable harm for which there is no adequate remedy at law.

Plaintiffs therefore seek a preliminary injunction against Local 150 granting them and the Class the relief requested below, including but not limited to enjoining Local 150 from further acquiring personal information in violation of the DPPA and immediately tendering to this Court all personal information it has previously acquired in violation of the Act.

STATEMENT OF FACTS

I. BACKGROUND.

Local 150 is a labor organization with its principal office located in Countryside, Illinois. (Am. Compl. ¶ 6). At all relevant times, Plaintiffs have been (a) Illinois residents, (b) owners of vehicles registered in the State of Illinois, and (c) holders of Illinois driver's licenses. (Tammy Aff. ¶¶ 3-4; Tim Aff. ¶¶ 3-5; Melisa Aff. ¶¶ 3-5).¹ Plaintiffs have brought this action against Local 150 on behalf of themselves and on behalf of the Class, which is defined as:

Each and every individual whose name, address, and/or driver identification number (driver's license number), are contained in motor vehicle records obtained by [Local 150] from the office of the Illinois Secretary of State, without the express consent of such individuals, commencing 4 years prior to the date of the filing of this action and through the date of judgment herein, but excluding all Federal Judges and their family members within the first degree of consanguinity and persons who have expressly authorized the Illinois Secretary of State's office to provide third parties with their "personal information" for any purpose.

(Am. Compl. ¶ 29).

II. LOCAL 150's ILLEGAL ACQUISITION AND USE OF PERSONAL INFORMATION IN CONNECTION WITH MOTOR VEHICLE RECORDS.

For many years, including from 2002 through 2005, Local 150 obtained from the Illinois Secretary of State (the "Secretary of State") CDs, disks, and/or microfiche data containing Illinois motor vehicle records on at least an annual or bi-annual basis. (See Soria Aff. ¶ 3;²

¹ The Affidavits of Tammy Barker ("Tammy Aff."), Timothy Robert Barker ("Tim Aff.") and Melisa Merryman ("Melisa Aff.") are attached hereto as Exhibits 1, 2, and 3, respectively.

² The Affidavits of Linda Soria ("Soria Aff."), Thomas Merryman ("Thomas Aff."), and Dan Jerger ("Jerger Aff.") are attached hereto as Exhibits 4, 5, and 6, respectively. Exhibits B and G of Mr. Jerger's affidavit contain confidential "personal information" and, thus, have been partially redacted. Plaintiffs intend to seek

Thomas Aff. ¶¶ 3, 7; Jerger Aff. ¶¶ 5-9; Exs. 7 & 8). Many, if not all, of these motor vehicle records were obtained by Local 150 by paying the Secretary of State. (See Soria Aff. ¶ 11; Exs. 7 & 8). For instance, Local 150 obtained motor vehicle records containing personal information under the following circumstances:

- On or about March 10, 2002, Local 150 executed an agreement for the purchase of “vehicle registration microfiche (plate number sequence)” from the Secretary of State, representing that its purpose for obtaining such motor vehicle records was “to check plates on construction sites only.” (See Ex. 7). Local 150 paid \$500.00 for such records with a check drawn on its bank account. (*Id.*).
- On or about June 4, 2003, Local 150 executed another agreement for the purchase of “vehicle registration microfiche (plate number and sequence)” from the Secretary of State, which Local 150 described as “the most current microfiche set: Registration – used to locate listings by plate number.” (See Ex. 8). Local 150 again represented that its purpose for obtaining such motor vehicle records was “to check plates on construction sites only.” (*Id.*). Local 150 paid \$500.00 for such records with a check drawn on its bank account. (*Id.*).
- In or around October 2004, Local 150 obtained two searchable CDs (the “October 2004 CDs”) embedded with Illinois motor vehicle records from the Secretary of State. (See Soria Aff. ¶ 3; Thomas Aff. ¶¶ 3, 7; Jerger Aff. ¶¶ 5-9).
- In 2005, Local 150 obtained one or more searchable CDs embedded with Illinois motor vehicle records from the Secretary of State. (See Soria Aff. ¶ 3).

The October 2004 CDs alone contain more than eleven million (11,000,000) Illinois motor vehicle records, including records containing the personal information of Timothy and Tammy Barker, Melisa Merryman, and, upon information and belief, the majority of the Class. (Thomas Aff. ¶¶ 3, 7; Jerger Aff. ¶¶ 8-9, 15, Ex. G). Upon information and belief, the disks obtained by Local 150 in 2002, 2003, 2005, and at other times also include motor vehicle records containing the personal information of Plaintiffs and millions of other Illinois drivers, including some or all of the Class.

The motor vehicle records contained on the aforementioned CDs and microfiche data

leave of this Court to file a complete version of Mr. Jerger’s affidavit under seal pursuant to Local Rule 26.2.

include the following information relating to each registered vehicle: (a) owner's name; (b) owner's address; (c) owner's driver's license number; (d) license plate number; (e) license expiration date; (f) vehicle identification number; (g) vehicle type; and (h) reference number. (Soria Aff. ¶ 4; Jerger Aff. ¶¶ 8-11). During the relevant time period, Local 150 reviewed these motor vehicle records to obtain identifying personal information. (Soria Aff. ¶¶ 5-6; *see also* Jerger Aff. ¶¶ 12-13, Exs. D-E). In particular, Local 150's then-president, William E. Dugan, instructed Local 150 employees to obtain such personal information from the records. (Soria Aff. ¶ 10). Local 150 would then use such information to locate and identify the names and home addresses of various members of the Class, including, upon information and belief, Plaintiffs. (Soria Aff. ¶ 7).

None of the Plaintiffs have ever provided Local 150 with their consent – written or otherwise – to obtain, possess, use, or disclose any personal information about them, including any information contained in motor vehicle records. (Tammy Aff. ¶ 7; Tim Aff. ¶ 8; Melisa Aff. ¶ 8). Additionally, no one in the Class – by its very definition – provided Local 150 with consent to obtain, possess, use, or disclose any personal information about them. (*See* Am. Compl. ¶ 29). Upon information and belief, Local 150 continues to possess and use the personal information contained in these motor vehicle records. (Am. Compl. ¶ 28).

RELEVANT LAW

I. THE DRIVER'S PRIVACY PROTECTION ACT.

A. Background and Purpose of the DPPA.

Congress enacted the DPPA largely in response to mounting privacy and public safety concerns arising from the easy access to personal information maintained by state motor vehicle departments ("DMVs") by stalkers, harassers, would-be criminals, and other unauthorized individuals. *See Margan v. Niles*, 250 F. Supp. 2d 63, 68 (N.D.N.Y. 2003) (citing DPPA legislative history); *Parus v. Kroeplin*, 402 F. Supp. 2d 999, 1005-06 (W.D. Wis. 2005);

Locate.Plus.Com, Inc. v. Iowa Dept. of Transp., 650 N.W.2d 609, 614 (Iowa 2002). Congress also sought to curb the common practice of states selling the information in motor vehicle records to businesses, marketers, and individuals. See *Reno v. Condon*, 528 U.S. 141, 143-44, 120 S. Ct. 666, 668 (2000) (citing DPPA legislative history); *Locate.Plus.Com*, 650 N.W.2d at 614.

B. Prohibition On Unsanctioned Disclosure and Acquisition of Personal Information.

The DPPA restricts and regulates the disclosure, acquisition, use, and resale of an individual's personal information contained in motor vehicle records with the intent of limiting the information's release to only those persons who have a legitimate and lawful need for the information. See *Reno*, 528 U.S. at 143, 120 S. Ct. at 668; *Kehoe v. Fid. Fed. Bank & Trust*, 421 F.3d 1209, 1210 (11th Cir. 2005). Thus, save for certain enumerated exceptions such as situations involving government functions and motor vehicle safety, the DPPA forbids a state from disclosing motor vehicle records including an individual's personal information without the express permission from such individual. See 18 U.S.C. § 2721(a), (b); *Kehoe*, 421 F.3d at 1210.

Specifically, the DPPA provides that a state DMV "shall not knowingly disclose or otherwise make available" to anyone "personal information ... about any individual obtained by the [DMV] in connection with a motor vehicle record" except to the extent such disclosure is for one of the "permissible uses" enumerated in the Act and/or if the requesting party has obtained written consent from the individual to whom the personal information pertains. 18 U.S.C. § 2721(a), (b).

The Act defines "personal information" as:

[I]nformation that identifies an individual, including an individual's photograph, social security number, driver identification number, name, address (but not the 5-digit zip code), telephone number, and medical or disability information....

18 U.S.C. § 2725(3).

Similarly, the DPPA makes it "unlawful for any person knowingly to obtain or disclose

personal information, from a motor vehicle record, for any use not permitted under [Section 2721(b)].” 18 U.S.C. § 2722(a). It is also unlawful for a person to “make false representation[s] to obtain any personal information from an individual’s motor vehicle record.” 18 U.S.C. § 2722(b).

C. Liability and Remedies For Impermissible Acquisition, Disclosure, Or Use of Personal Information.

The DPPA establishes a private cause of action for those individuals whose personal information has been impermissibly obtained, disclosed, or used in violation of Sections 2721-22. Specifically, the Act provides:

A person who knowingly obtains, discloses or uses personal information, from a motor vehicle record, for a purpose not permitted [by the DPPA] shall be liable to the individual to whom the information pertains, who may bring a civil action

18 U.S.C. § 2724(a); *Kehoe*, 421 F.3d at 1212. The DPPA also enumerates the following remedies for a person’s violation of the Act:

- (1) actual damages, but not less than liquidated damages in the amount of \$2,500;
- (2) punitive damages upon proof of willful or reckless disregard of the law;
- (3) reasonable attorneys’ fees and other litigation costs reasonably incurred; and
- (4) such other *preliminary and equitable relief* as the court determines to be appropriate.

18 U.S.C. § 2724(b) (emphasis added). As such, it is undisputed that Congress has explicitly vested this Court with the use of its equitable powers to enforce the DPPA, including the power to order the very type of preliminary injunctive relief currently sought by Plaintiffs.

ARGUMENT

I. THIS COURT SHOULD ENTER A PRELIMINARY INJUNCTION AGAINST LOCAL 150.

The facts of this dispute require that this Court grant Plaintiffs’ Motion for Preliminary Injunctive Relief. A district court may grant a preliminary injunction if the party seeking relief can show (1) that the case has some likelihood of success on the merits; (2) that no adequate remedy at law exists; and (3) that the party seeking relief will suffer irreparable harm if the injunction is not

granted. *Duct-O-Wire Co. v. U.S. Crane, Inc.*, 31 F.3d 506, 509 (7th Cir. 1994). If the moving party satisfies these conditions, the court must balance the harm to the nonmoving party if relief is granted. *Id.* Public interest in terms of the consequences of granting or denying the injunction to non-parties must also be considered by the court. *Id.* Here, each relevant factor strongly supports the entry of injunctive relief.³

A. Plaintiffs Are Likely To Succeed On The Merits, As They Will Be Able To Establish Local 150's Violation of the DPPA.

In order to show a likelihood of success on the merits at the preliminary injunction stage, Plaintiffs need only show that they have a "better than negligible" chance of succeeding on their DPPA claim, a low threshold. *See Meridian Mut. Ins. Co. v. Meridian Ins. Group, Inc.*, 128 F.3d 1111, 1114 (7th Cir. 1997) (reversing denial of preliminary injunction); *Int'l Kennel Club of Chicago, Inc. v. Mighty Star, Inc.*, 846 F.2d 1079, 1084 (7th Cir. 1988) (affirming issuance of preliminary injunction).

To succeed on their DPPA claim (*i.e.* to establish that Local 150 has violated, and is liable under, the DPPA), in turn, Plaintiffs must show that Local 150 knowingly obtained, disclosed, or used "personal information" from motor vehicle records for a purpose not authorized by the Act. *See* 18 U.S.C. § 2724(a); *Kehoe*, 421 F.3d at 1212; *Pichler v. UNITE*, 228 F.R.D. 230, 241-42 (E.D. Pa. 2005). Because the facts demonstrate that Local 150 has at least improperly *obtained* personal information contained in motor vehicle records, Plaintiffs are extremely likely to succeed on the merits.

³ Whether to require a bond is a matter committed to the Court's discretion and Plaintiffs respectfully submit that a bond is not merited in this case. *See Prairie Band of Potawatomi Indians v. Pierce*, 75 F. Supp. 2d 1186, 1188-89 (D. Kan. 1999) (issuing preliminary injunction without requiring bond). As more fully stated below, no actual injuries to Local 150 could possibly flow from the issuance of the requested injunction because Local 150 was never entitled to obtain, possess, use, or disclose the personal information that is at issue.

1. **Local 150 Obtained Plaintiffs' and the Class's "Personal Information" From Motor Vehicle Records.**

As stated above, Local 150 has, on multiple occasions, obtained from the Secretary of State disks containing millions of motor vehicle records that include, *inter alia*, the names, addresses, and driver's license numbers of the vehicles' owners, including information pertaining to Plaintiffs and – by definition – the Class. Because this certainly constitutes “personal information” under the DPPA, *see* 18 U.S.C. § 2725(3), Local 150 would be liable for obtaining such records. *See Parus v. Cator*, No. 05-C-0063-C, 2005 WL 2240955, at *5 (W.D. Wis. Sept. 14, 2005) (DPPA “protects not only against the wrongful dissemination of private information, but also against the wrongful acquisition of that information”). There can also be no doubt that Local 150's conduct in acquiring and possessing such records cannot be justified by any of the exemptions in the DPPA.

2. **Local 150 Had Knowledge Of Its Acquisition and Use of Such "Personal Information."**

To establish liability under the DPPA, Plaintiffs need not show that Local 150 knew that its acquisition, disclosure, and/or use of the subject personal information was impermissible or unlawful. *See Pichler*, 228 F.R.D. at 242 (“If one could not violate the DPPA without ‘knowing’ that the purpose for which he ‘obtained,’ ‘disclosed,’ or ‘used’ motor vehicle information was unlawful, then every defendant would get at least one free bite at the violation-of-privacy apple”); *Rios v. Direct Mail Express, Inc.*, 435 F. Supp. 2d 1199, 1205 (S.D. Fla. 2006) (“Plaintiffs are not required to plead or prove that [defendant] knew that it was acting in a manner not permitted under the DPPA”). Rather, Local 150 must have only (a) knowingly obtained, disclosed, or used personal information, and (b) known that such information was from motor vehicle records. *See Pichler*, 228 F.R.D. at 241-42. As such, any potential contention by Local 150 that it was unaware that its actions were unlawful or was ignorant of the DPPA itself

would be immaterial.

In this case, it cannot seriously be disputed that Local 150 knowingly obtained personal information that it knew was from motor vehicle records. Indeed, Local 150 purchased and/or otherwise acquired the subject motor vehicle records from the Secretary of State with the very intent of accessing and using the personal information contained in such records. Likewise, it cannot be seriously disputed that Local 150 knowingly used the personal information from certain of these records when it searched the records contained on the CDs and microfiche in order to locate identifying information about certain members of the Class. As such, the DPPA's *scienter* requirement has been met.

3. **Local 150 Obtained and Used Such "Personal Information" For a Purpose Not Authorized By the DPPA.**

Local 150's acquisition, possession, and use of the personal information it acquired from the Secretary of State was for purposes not permitted by the DPPA. First, it is clear that Plaintiffs and the Class – by its very definition – never consented to Local 150 obtaining, possessing, or using their personal information contained in the acquired motor vehicle records. (Tammy Aff. ¶ 7; Tim Aff. ¶ 8; Melisa Aff. ¶ 8). *See* 18 U.S.C. § 2721(b)(13).

Second, Local 150's stated justification for obtaining these motor vehicle records from the Secretary of State – at least as to those records obtained in March of 2002 and June of 2003 – was to "run plates on construction sites only." (*See* Exs. 7 & 8). This is clearly not an authorized basis for a requesting party to obtain any motor vehicle record containing personal information under the DPPA, much less a basis for acquiring what is believed to be the complete set of Illinois motor vehicle records. *See* 18 U.S.C. § 2721(b).⁴

⁴ In the event that Local 150's proffered reason for obtaining the motor vehicle records was not the actual reason it sought them, such a fraudulent representation to the Secretary of State would also violate the Act. *See* 18 U.S.C. §2722(b).

Third, Local 150's actual use of the subject personal information – reviewing motor vehicle records to locate identifying information about certain members of the Class (including name and home address) – is certainly not a permissible use under the DPPA. *See* 18 U.S.C. § 2721(b). Therefore, Local 150's acquisition, use, and possession of the subject personal information was and continues to be unauthorized and unlawful.

4. **Plaintiffs Are Entitled to Recover Even In the Absence of Actual Damages.**

A plaintiff need not prove actual damages as a result of a DPPA violation in order to recover the other remedies enumerated in the Act, including preliminary and equitable relief, as well as liquidated damages. *See* 18 U.S.C. § 2724(b); *Kehoe v. Fid. Fed. Bank & Trust*, 421 F.3d 1209, 1212 (11th Cir. 2005), *cert. denied*, 547 U.S. 1051, 126 S. Ct. 1612 (2006) (reversing district court's grant of summary judgment due to putative class plaintiff's failure to allege actual damages as a result of defendant's violation of DPPA). Because the facts establish that Local 150 has violated the DPPA as to Plaintiffs and the members of the Class, they are all entitled to recover even in the absence of proof of actual damages as to any of them.

5. **Plaintiffs' Claims Are Not Time-Barred.**

In its Memorandum supporting its Motion to Dismiss or Stay, Local 150 argued that Plaintiffs' DPPA claim should be dismissed because there is a one-year statute of limitations for all privacy claims, including DPPA claims. (Def. Memo pp. 14-15). This contention is incorrect. First, as stated in Plaintiffs' response brief, Congress has prescribed that DPPA claims have a four-year statute of limitations. *See* 28 U.S.C. § 1658(a). Second, the statute of limitations for such claims would not commence to run until Plaintiffs knew or had reason to know of their injury through the exercise of reasonable diligence, which was certainly less than four years prior the commencement of this Action. (*See* Tammy Aff. ¶ 9; Tim Aff. ¶ 10; Melisa

Aff. ¶ 10). Third, it is Plaintiffs' firm belief that Local 150 continues to possess and use the subject motor vehicle records to this date, which would constitute a continuing violation of the DPPA and eliminate any argument that Plaintiffs' claims are time-barred.

For the above reasons, Plaintiffs have shown a likelihood of success upon the merits.

B. Unless An Injunction Is Granted, Plaintiffs Will Continue To Suffer Irreparable Harm For Which They Have No Adequate Remedy At Law.

While it is not necessary for Plaintiffs to make a strong showing of irreparable harm since they have presented a very strong case on the merits, *see Ty, Inc. v. GMA Accessories, Inc.*, 132 F.3d 1167, 1172 (7th Cir. 1997), the facts unquestionably demonstrate that Plaintiffs do not have an adequate remedy at law and will continue to be irreparably harmed if Local 150's actions are not halted prior to a final resolution of this matter.

Plaintiffs and the Class have already suffered an irreparable harm – the unlawful invasion of their privacy – as a result of Local 150's past actions, including the acquisition and use of their personal information. *See Parus*, 2005 WL 2240955, at *5 (a plaintiff is harmed when its personal information is obtained in violation of the DPPA because such acquisition infringes on a plaintiff's privacy). Most importantly for purposes of this Motion, however, Plaintiffs and the Class will continue to sustain further irreparable harm if this Court does not intervene and restrain Local 150 from (1) its continued possession, use, and/or disclosure of their personal information and (2) its unlawful acquisition of additional personal information contained in motor vehicle records. Local 150's transgressions are of an ongoing nature and its continued unlawful violation of Plaintiffs' and the Class's privacy cannot be prevented or fully rectified after the fact in a final judgment following trial. Simply put, without the issuance of a preliminary injunction, Plaintiffs and the Class cannot be made whole at the conclusion of this case.

For these reasons, Plaintiffs and the Class have no adequate remedy at law. A legal remedy is not adequate if it is not a clear, complete, practical, and efficient to the ends of justice. *See Cumis Ins. Soc'y, Inc. v. Peters*, 983 F. Supp. 787, 797 (N.D. Ill. 1997). Here, there is no clear and complete legal remedy that enables Plaintiffs and the Class to terminate the invasion of their privacy by Local 150. Although the DPPA provides for an award of damages (including liquidated damages of \$2,500), this relief cannot make Plaintiffs or the Class whole without also prohibiting Local 150 from its continued unlawful possession and use of the ill gotten motor vehicle records, as well as the ongoing acquisition of such records. Indeed, the DPPA itself contemplates that preliminary injunctive relief may be necessary to prevent irreparable harm due to a violation of the Act. *See* 18 U.S.C. § 2724(b)(4).

Plaintiffs and the Class have suffered, currently suffer, and will continue to suffer an injury to their rights to – and expectation of – privacy afforded to them by DPPA until Local 150 tenders to this Court all of the motor vehicle records in its possession that were unlawfully obtained. An injunction is necessary to spare Plaintiffs and the Class further unnecessary and irreparable harm.

C. The Harm To Plaintiffs Absent Injunctive Relief Substantially Outweighs Any Potential Harm To Local 150.

In balancing the movant's interests with the harm to the nonmoving party if relief is granted, a court performs a "sliding scale" analysis: "the greater the moving party's chance of success on the merits, the less strong a showing must it make that the balance of harms is in its favor; conversely, the less likely it is that the moving party will succeed on the merits, the more the balance need weigh towards its side." *Duct-O-Wire*, 31 F.3d at 509. In this case, not only have Plaintiffs demonstrated a strong showing on the merits, but the balancing of potential harms also weighs heavily in favor of issuing an injunction against Local 150.

As stated above, the denial of injunctive relief would cause Plaintiffs and the Class to suffer additional injury in the form of further and unwarranted intrusions upon their privacy by Local 150, a harm that cannot possibly be effectively remedied following a trial. Local 150, on the other hand, would not be burdened or prejudiced in the least by the issuance of a preliminary injunction, except to the extent that it would no longer be able to obtain, possess, use, and/or disclose Plaintiffs' and the Class's personal information in direct violation of the DPPA for the duration of this case.

Because any potential harm to Local 150 would be self-imposed and entirely a result of its own wrongful conduct (*i.e.* Local 150 illegally obtained personal information it had no right to possess or use in the first place), and because the injunction requested merely seeks Local 150's compliance with the DPPA, the balancing of harms weighs strongly in favor of granting a preliminary injunction. *See Merrill Lynch, Pierce, Fenner & Smith, Inc. v. Napolitano*, 85 F. Supp. 2d 491, 498 (E.D. Pa. 2000) (granting motion for preliminary injunction; "The self-inflicted nature of any harm suffered by the wrongdoer ... weighs heavily in favor of granting preliminary injunctive relief"); *see also Int'l Kennel Club*, 846 F.2d at 1091 ("defendants brought any alleged harm onto themselves...."). Simply put, because Local 150 never had any lawful right to the personal information contained in or derived from the motor vehicle records it obtained from the Secretary of State, it cannot now contend that being forced to give up such information for the pendency of this action would cause it injury.

Finally, even with the issuance of a preliminary injunction, Local 150 would still be free to lawfully obtain and use personal information in accordance with the DPPA. If Local 150 properly acquired any of the motor vehicle records in its possession (and can prove as much to this Court), it need not give them up. Likewise, if Local 150 has a genuine authorized purpose

for obtaining certain motor vehicles record in the future, it may acquire such records (and only those records) from the Secretary of State and/or elsewhere.

Thus, no legitimate irreparable harm would befall Local 150 if this Court grants a preliminary injunction.

D. The Public Interest Supports the Issuance of an Injunction.

Finally, the issuance of a preliminary injunction in this case overwhelmingly benefits the public interest. Indeed, the very conduct that Plaintiffs seek to enjoin – Local 150’s continued possession, use, and disclosure of Plaintiffs’ and the Class’s personal information and future acquisition of such information – has specifically been declared unlawful by Congress in the DPPA. *See* 18 U.S.C. §§ 2722, 2724. Therefore, such conduct is clearly against the public interest. Likewise, the issuance of injunctive relief would further the policy goals established by the DPPA: namely, the public’s interest in preventing unauthorized persons (in this case, Local 150) from intruding upon others’ privacy through impermissibly obtaining their personal information contained in motor vehicle records. As such, this factor also weights in favor of the granting of preliminary injunctive relief.

CONCLUSION

Issuance of injunctive relief is appropriate in this case because Plaintiffs have demonstrated that (1) there is a reasonable probability they will succeed on the merits; (2) absent injunctive relief, Plaintiffs and the Class will continue to suffer irreparable harm for which there is no adequate remedy at law; (3) a balancing of harms and the equities strongly favors Plaintiffs’ position; and (4) the public interest supports the issuance of the requested injunctive relief. Accordingly, this Court should enter a preliminary injunction to preserve the rights of the parties while the pending dispute is resolved.

WHEREFORE, for all of the foregoing reasons, and those in Plaintiffs' Motion, Plaintiffs respectfully request that this Court enter a preliminary injunction against Local 150 specifically:

- A. enjoining and restricting Local 150 and its officers, employees, and agents from possessing, using, or disclosing any "personal information" of Plaintiffs and the Class contained in motor vehicle records that Local 150 previously obtained in violation of the Driver's Privacy Protection Act, with Local 150 having the burden of establishing that any such personal information was lawfully obtained (*see Pichler v. UNITE*, 457 F. Supp. 2d 524, 533-34 (E.D. Pa. 2006));
- B. enjoining and restricting Local 150 from obtaining any further "personal information" contained in motor vehicle records for any purpose not permitted and enumerated by Section 2721(b) of the Driver's Privacy Protection Act;
- C. ordering Local 150 to immediately tender to the Clerk of this Court all of the motor vehicle records it has obtained, including all copies thereof and all "personal information" of Plaintiffs and the Class derived therefrom, except to the extent that Local 150 establishes that any such records and information were lawfully obtained, and to certify under oath that it has done so;
- D. prohibiting Local 150 from otherwise violating the Driver's Privacy Protection Act; and
- E. granting such additional relief in Plaintiffs' favor and against Local 150 as this Court deems fair, just, and equitable, including without limitation an award of Plaintiffs' reasonable costs and attorneys' fees incurred in preparing and presenting their Motion pursuant to 18 U.S.C. § 2724(b)(3), such expenses to be proven by separate verified petition.

ORAL ARGUMENT REQUESTED

Dated: August 22, 2008

Respectfully submitted,

/s/ Michael P. McBride
One of Plaintiffs' Attorneys

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CERTIFICATE OF SERVICE

I, Michael P. McBride, an attorney, certify that I caused a true and correct copy of
**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF THEIR MOTION FOR PRELIMINARY
INJUNCTIVE RELIEF** to be served electronically pursuant to ECF upon the following on August
22, 2008:

Dale D. Pierson
Bryan P. Diemer
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/s/ Michael P. McBride
One of Plaintiffs' Attorneys

**IN THE UNITED STATES DISTRICT COURT
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Tammy Barker, Timothy Robert Barker, and
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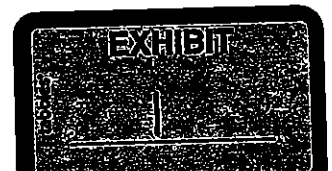
Defendant.

)
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)
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) Case No. 08 C 50015
)
) Judge Kapala
) Magistrate Judge Mahoney
)
) Trial by Jury Demanded
)
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AFFIDAVIT OF TAMMY BARKER

TAMMY BARKER, being duly sworn, deposes and states under oath as follows:

1. My name is Tammy Barker. I am of legal age. I have personal knowledge of the facts contained in this affidavit and if called as a witness, I am competent to testify thereto.
2. This affidavit is offered in connection with Plaintiffs' Motion for Preliminary Injunctive Relief and supporting memorandum in the above captioned case. This affidavit does not contain all of the facts that I know or believe about such case, but is directed to those facts that I believe are pertinent to the aforementioned motion.
3. I have resided in the State of Illinois since approximately 1973. I have been the owner of a motor vehicle registered in Illinois since 1985 or thereabouts.
4. I have been the holder of an Illinois driver's license since on or about 1985.
5. I have never provided my home address – in writing or otherwise – to Local 150, International Union of Operating Engineers, AFL-CIO ("Local 150"), including any of its agents.



6. Certain agents of Local 150 have been present in vehicles just outside my and my family's home on or about May 5th 2005. It is my belief and recollection that such agents first appeared outside of my home without having followed me to my home from another location.


7. I have never provided Local 150 with consent – written or otherwise – to obtain, possess, use, or disclose any information about me, including any information about me contained in motor vehicle records, including but not limited to my name, address, and driver's license number.

8. I have never provided the State of Illinois, including the Illinois Secretary of State, with consent – written or otherwise – to disclose any information about me to Local 150, including any information about me contained in motor vehicle records, including but not limited to my name, address, and driver's license number.

9. I did not become aware that Local 150 had obtained or possessed motor vehicle records containing information about me until about January 11, 2008 or thereabouts.

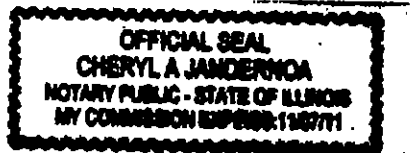
FURTHER AFFIANT SAYETH NAUGHT.

Dated: August 14, 2008


Tammy Barker



Subscribed and sworn to before me
this 14th day of August, 2008.



**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

**Tammy Barker, Timothy Robert Barker, and
Melisa Merryman, on behalf of themselves
and on behalf of those similarly situated,**

Plaintiffs,

V.

Local 150, International Union of
Operating Engineers, AFL-CIO,

Defendant.

)
)
)
)
)
)
)
)
)
)

) Case No. 08 C 50015

) Judge Kapala

) Magistrate Judge Mahoney

1) Trial by Jury Demanded

AFFIDAVIT OF TIMOTHY ROBERT BARKER

TIMOTHY ROBERT BARKER, being duly sworn, deposes and states under oath as follows:

1. My name is Timothy Robert Barker. I am of legal age. I have personal knowledge of the facts contained in this affidavit and if called as a witness, I am competent to testify thereto.
2. This affidavit is offered in connection with Plaintiffs' Motion for Preliminary Injunctive Relief and supporting memorandum in the above captioned case. This affidavit does not contain all of the facts that I know or believe about such case, but is directed to those facts that I believe are pertinent to the aforementioned motion.
3. I have resided in the State of Illinois since 1975 or thereabouts.
4. I have been the owner of a motor vehicle registered in Illinois since 1983 or thereabouts.
5. I have been the holder of an Illinois driver's license since 1983 or thereabouts.



6. I have never provided my home address – in writing or otherwise – to Local 150, International Union of Operating Engineers, AFL-CIO (“Local 150”), including any of its agents.

7. Certain agents of Local 150 have been present in vehicles just outside my and my family’s home on or about May 5th 2005. It is my belief and recollection that such agents first appeared outside of my home without having followed me to my home from another location.


8. I have never provided Local 150 with consent – written or otherwise – to obtain, possess, use, or disclose any information about me, including any information about me contained in motor vehicle records, including but not limited to my name, address, and driver’s license number.

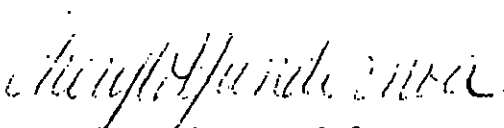
9. I have never provided the State of Illinois, including the Illinois Secretary of State, with consent – written or otherwise – to disclose any information about me to Local 150, including any information about me contained in motor vehicle records, including but not limited to my name, address, and driver’s license number.

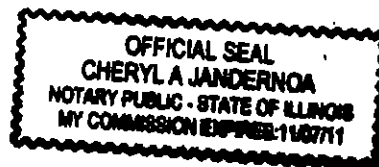
10. I did not become aware that Local 150 had obtained or possessed motor vehicle records containing information about me until January 11, 2008 or thereabouts.

FURTHER AFFIANT SAYETH NAUGHT.

Dated: August 14, 2008


Timothy Robert Barker


Subscribed and sworn to before me
this 14th day of August, 2008.



**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

Tammy Barker, Timothy Robert Barker, and
Melisa Merryman, on behalf of themselves
and on behalf of those similarly situated,

Plaintiffs,

v.

Local 150, International Union of
Operating Engineers, AFL-CIO,

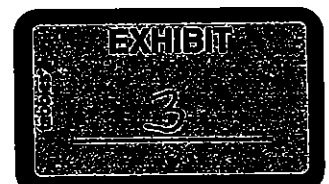
Defendant.

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)
)
)
) Case No. 08 C 50015
)
) Judge Kapala
) Magistrate Judge Mahoney
)
) Trial by Jury Demanded
)
)

AFFIDAVIT OF MELISA MERRYMAN

MELISA MERRYMAN, being duly sworn, deposes and states under oath as follows:

1. My name is Melisa Merryman. I am of legal age. I have personal knowledge of the facts contained in this affidavit and if called as a witness, I am competent to testify thereto.
2. This affidavit is offered in connection with Plaintiffs' Motion for Preliminary Injunctive Relief and supporting memorandum in the above captioned case. This affidavit does not contain all of the facts that I know or believe about such case, but is directed to those facts that I believe are pertinent to the aforementioned motion.
3. I have resided in the State of Illinois since 1968 or thereabouts.
4. I have been the owner of a motor vehicle registered in Illinois since 1990, or thereabouts.
5. I have been the holder of an Illinois driver's license since 1985 or thereabouts.
6. I have never provided my home address, in writing or otherwise, to Local 150, International Union of Operating Engineers, AFL-CIO ("Local 150"), including any of its agents.



7. Certain agents of Local 150 were present just outside my and my family's home in August 2006 or thereabouts.

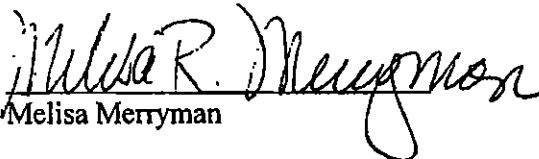
8. I have never provided Local 150 with consent, written or otherwise, to obtain, possess, use, or disclose any information about me, including any information about me contained in motor vehicle records, including but not limited to my name, address, and driver's license number.

9. I have never provided the State of Illinois, including the Illinois Secretary of State, with consent, written or otherwise, to disclose any information about me to Local 150, including any information about me contained in motor vehicle records, including but not limited to my name, address, and driver's license number.

10. I did not become aware that Local 150 had or potentially may have obtained or possessed motor vehicle records containing information about me until on September 2006.

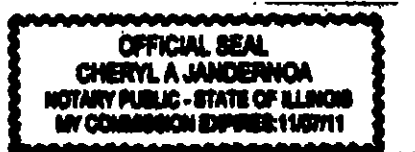
FURTHER AFFIANT SAYETH NAUGHT.

Dated: July 23, 2008


Melisa Merryman

Subscribed and sworn to before me
this 23rd day of July, 2008.





**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Tammy Barker, <i>et al</i>)	
)	
v.)	CASE NO.
)	
Local 150, International Union)	Judge
Of Operating Engineers, AFL-CIO)	Magistrate
)	
Defendant.)	

AFFIDAVIT OF LINDA SORIA

I, Linda Soria, being first duly sworn, under penalties as provided by law, certify that I have reviewed the statements contained in this Affidavit; that I have personal knowledge of the facts stated herein; that if called as a witness in this proceeding, I could competently testify to the facts stated in this affidavit; and that the statements contained in this affidavit are true and correct, except as to any matters stated to be on information and belief, and as to those matters I certify that I verily believe them to be true.

1) I reside at 16152 South Leach Drive, Homer Glen, Illinois 60491.

2) I was employed by Local 150, International Union of Operating Engineers, AFL-CIO (hereinafter "Local 150") commencing May 3, 1993 and ending September 30, 2006 or thereabouts.

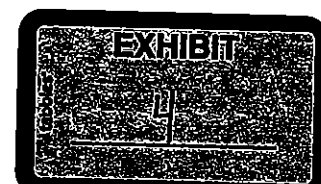
3) During my employment with Local 150, I regularly received microfiche and/or compact disks containing software and Illinois motor vehicle records on an annual or bi-annual basis. Local 150 received computer searchable disks containing motor vehicle records in October 2004 and in 2005.

4) The output from the searchable CD referenced above and microfiche data contain the following information:

- | | |
|---------------------|-----------------------------------|
| a. Plate number | e. Vehicle Identification Numbers |
| b. Expiration | f. Owner's Name |
| c. Reference number | g. Owner's Address |
| d. Type of Vehicle | h. Owners Drivers License Number |

5) During my employment with Local 150, business agents would call me and ask for identifying personal information associated with various license plates. In each instance they would provide a license plate number.

6) During my employment with Local 150, I would check the microfiche or open the software and look up the license plate number. When I could not find the identifying personal information for a given license plate, I would also call or email the CRF office. The CRF Office would then check the Lexis-Nexis database to see if the information was available and if it was, send it to me. I would obtain personally identifying information on Wisconsin license plates by



2

calling the Local 139, International Union of Operating Engineers, AFL-CIO. I would then provide the personally identifying information to the Local 150 Business Agent that requested it.

7) During the course of my employment, I learned that Local 150 Business Agents would use the personal information provided from the motor vehicle records to locate homes of employers, names and address of employees, identity of a given employee's spouse and friends even though it was supposed to be used to monitor construction jobs.

8) Providing license plate information to Local 150 Business Agents was a secondary part of my job.

9) 2005 was the last year in which Local 150 obtained motor vehicle records from the Illinois Secretary of State. In 2006, the Secretary of State's office would not provide any further motor vehicle records.

10) I was originally instructed to provide personal information listed above in paragraph 4 above to Local 150 Business Agents by William E. Dugan, who is personally known to me to be the President and Business Manager of Local 150, International Union of Operating Engineers, AFL-CIO.

11) Local 150 made payment to the Illinois Secretary of State for the microfiche and the computer disks received by it, containing motor vehicle records.

12) I recall providing personally identifying information from license plates to the following Local 150 employees during my employment at Local 150 as part of my ordinary work:

- a. Mike Aprile;
- b. Joe Farrell;
- c. Jim Schweihs;
- d. Nicholas Cline;
- e. Thomas Rottman;
- f. Ryan Drew; and
- g. Charles August.

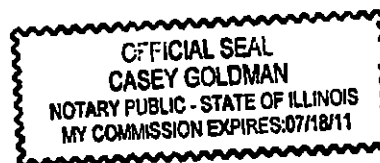
13) This affidavit is not intended to be a complete account of all matters known to me and was prepared for the limited purpose of enumerating the facts contained herein.

Affiant Further Sayeth Naught.

Linda Soria
Linda Soria

Subscribed and Sworn to before me this
11th day of January, 2008

Casey Goldman
Notary Public



5. The second of the Subject CDs (hereinafter, "CD2") is labeled "Vehicle Services / Secretary of State / Calendar & Fiscal / Fall Listing 04-05 / ISSUED OCT 04."

6. Exhibit 1 to this Affidavit appears to be a true and correct photo reproduction of the CDs that Joseph Ward delivered to me.

7. Joseph Ward told me that Local 150 obtained both CDs from the Illinois Secretary of State in October 2004 and similar CDs thereafter.

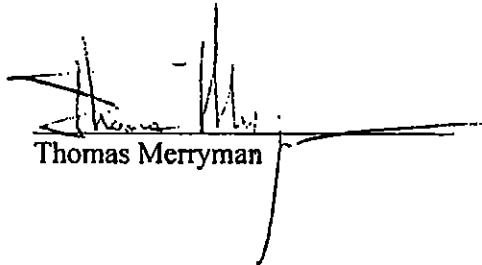
8. At no time did I ever use the CDs, or install the CDs on any computer.

9. Since the time I received CD1 & CD2, I did not review the contents of either CD.

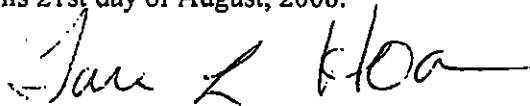
10. I have no personal knowledge as to the content of the material or data contained on CD1 or CD2.

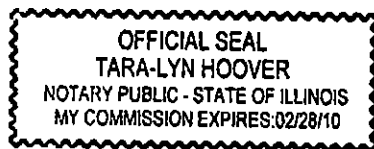
FURTHER AFFIANT SAYETH NAUGHT.

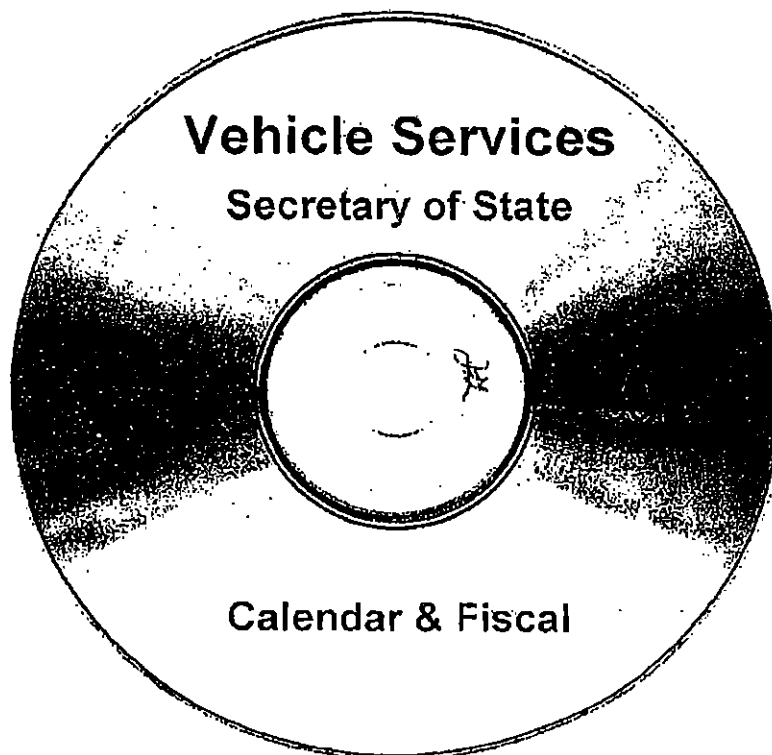
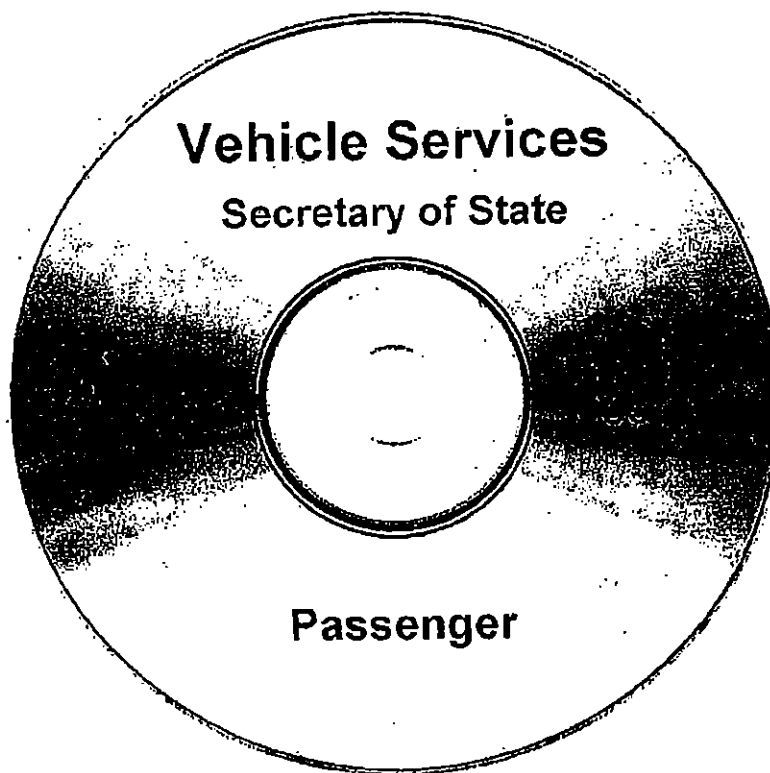
Dated: August 21, 2008


Thomas Merryman

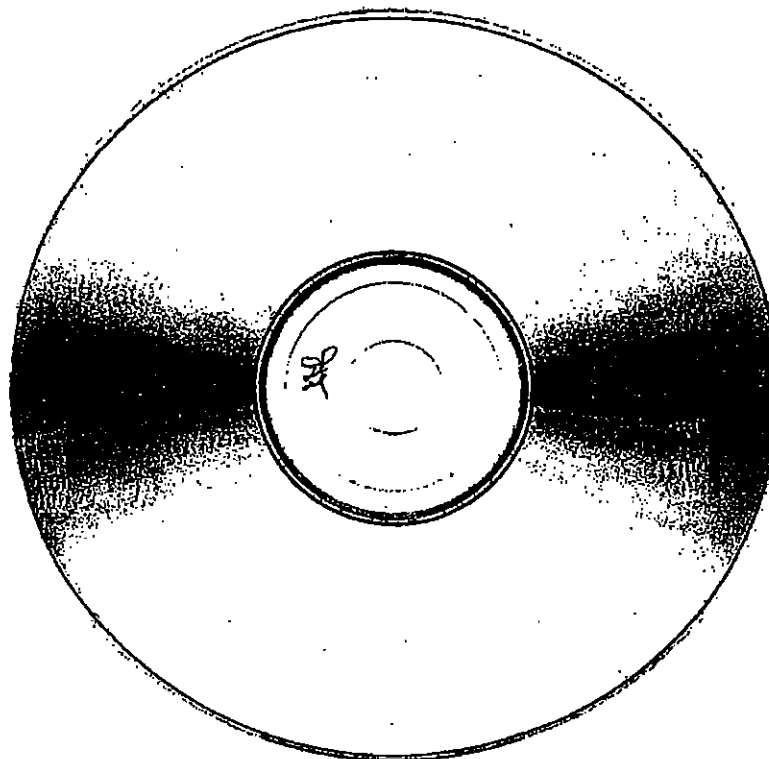
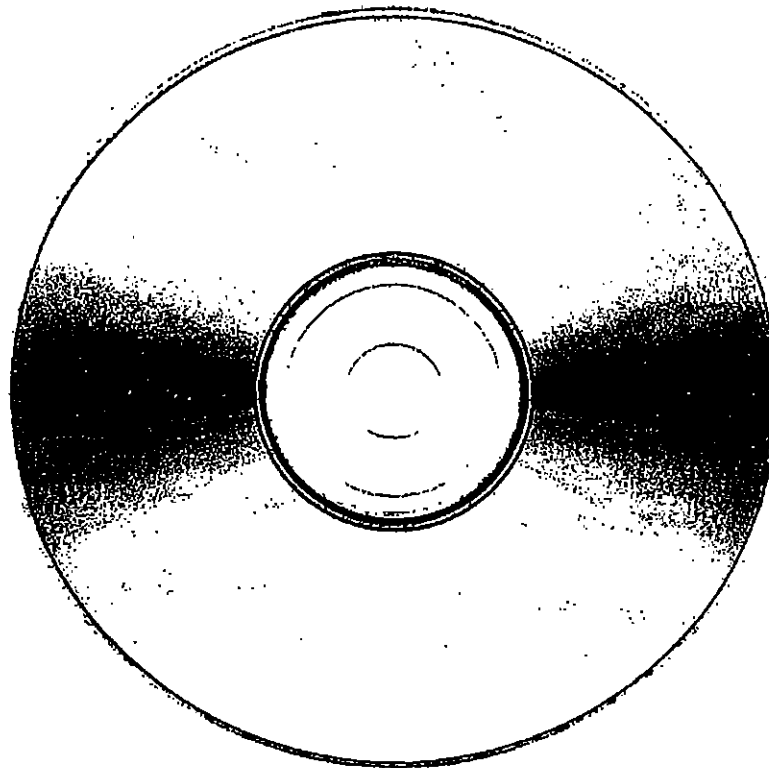
Subscribed and sworn to before me
this 21st day of August, 2008.







[Handwritten signature]



15

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

Tammy Barker, Timothy Robert Barker, and
Melisa Merryman, on behalf of themselves
and on behalf of those similarly situated,

Plaintiffs,

v.

Local 150, International Union of
Operating Engineers, AFL-CIO,

Defendant.

)
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)
)
) Case No. 08 C 50015
)
) Judge Kapala
) Magistrate Judge Mahoney
)
) Trial by Jury Demanded
)
)

AFFIDAVIT OF DAN JERGER

DAN JERGER, being duly sworn, deposes and states under oath as follows:

1. My name is **DAN JERGER**. I am of legal age. I have personal knowledge of the facts contained in this affidavit and if called as a witness, I am competent to testify thereto.
2. This affidavit does not contain all of the facts that I know or believe about this matter, but is directed to those facts that are referenced herein.
3. I am currently employed by Quest Consultants International, Ltd., a private investigation firm licensed by the State of Illinois. My position title is Vice President of Information Technology Consulting.
4. I received a sealed package that contained two compact discs (collectively, the "Subject CDs").
5. The first of the Subject CDs (hereinafter, "CD1") is labeled "Vehicle Services / Secretary of State / Passenger / Fall Listing 04-05 / ISSUED OCT 04".



6. The second of the Subject CDs (hereinafter, "CD2") is labeled "Vehicle Services / Secretary of State / Calendar & Fiscal / Fall Listing 04-05 / ISSUED OCT 04".

7. Exhibit A to this Affidavit, which is 2 pages, is a photocopy of the Subject CDs, which accurately depicts the exterior of the Subject CDs.

8. CD1 contains a total of 8,332,432 records, with each record containing data fields for the following information:

- a) "PLATE #"
- b) "EXPIR" (a three-character month and two-character year, *e.g.* JUN05)
- c) "REF #" (not all records contain a REF #)
- d) "VEHICLE" (appears to contain manufacturers of motor vehicles, *e.g.* ACURA, CHEVROLET, SATURN)
- e) "YR" (appears to be a two-digit year, *e.g.* 02, 97, 92)
- f) "BS" (appears to be two characters, *e.g.* 4D, 2D, VN)
- g) "V.I.N." (appears to be generally a 17 character alphanumeric string)
- h) "*NAME, ADDRESS, AND ZIP CODE (* DENOTES MULTIPLE OWNER)"
- i) "D.L.#" (not all records contain a D.L.#; generally appears to be a 12 character alphanumeric string)
- j) an unnamed single character field without a header

9. CD2 contains a total of 3,293,989 records, with each record containing data fields for the following information:

- a) "PLATE #"
- b) "EXPIR" (a three-character month and two-character year, *e.g.* JUN05)
- c) "REF #" (not all records contain a REF #)
- d) "VEHICLE" (appears to contain manufacturers of motor vehicles, *e.g.* ACURA, CHEVROLET, SATURN)
- e) "YR" (appears to be a two-digit year, *e.g.* 02, 97, 92)
- f) "BS" (appears to be two characters, *e.g.* 4D, 2D, VN)

- g) "V.I.N." (appears to be generally a 17 character alphanumeric string)
- h) "*NAME, ADDRESS, AND ZIP CODE (* DENOTES MULTIPLE OWNER)"
- i) "D.L.#" (not all records contain a D.L.#; generally appears to be a 12 character alphanumeric string)
- j) an unnamed single character field without a header

10. Exhibit B to this Affidavit, which is 1 page, is a document depicting a sample output from CD1 which I captured on or about August 18, 2008, which truly and accurately depicted my computer screen at the time ("screen capture") when I was running the software on CD1.

11. Exhibit C to this Affidavit, which is 2 pages, is a document depicting a sample output from CD2 which I captured on or about August 18, 2008, which truly and accurately depicted my computer screens at the time ("screen captures") when I was running the software on CD2.

12. Group Exhibit D to this Affidavit contains four pages depicting the sequence of steps to initiate a license plate search which I captured on or about August 18, 2008, which truly and accurately depicted my computer screens at the time ("screen captures") when I was running the software on CD1.

13. Group Exhibit E to this Affidavit contains eight pages depicting the sequence of steps to initiate a license plate search which I captured on or about August 18, 2008, which truly and accurately depicted my computer screens at the time ("screen captures") when I was running the software on CD2.

14. According to the information contained on the Subject CDs, the software embedded on the Subject CDs is developed by DatagraphiX, a business unit of Anacomp Inc., and is named "InfoLife". Exhibit F to this Affidavit, which is 2 pages, is a document that I

captured on or about August 18, 2008, which contains application information menu output from both CD1 and CD2 and which accurately depicts my computer screens at the time ("screen captures") when I was running the software on CD1 and CD2.

15. Exhibit G to this Affidavit, which is 3 pages, depicts the results of searches for license plates "4479401", "D566769", and "MRYMAN", respectively, which I captured on or about August 20, 2008, which truly and accurately depicted my computer screens at the time ("screen captures") when I was running the software on CD1.

FURTHER AFFIANT SAYETH NAUGHT.

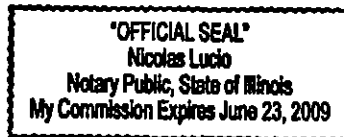
Dated: August 22, 2008

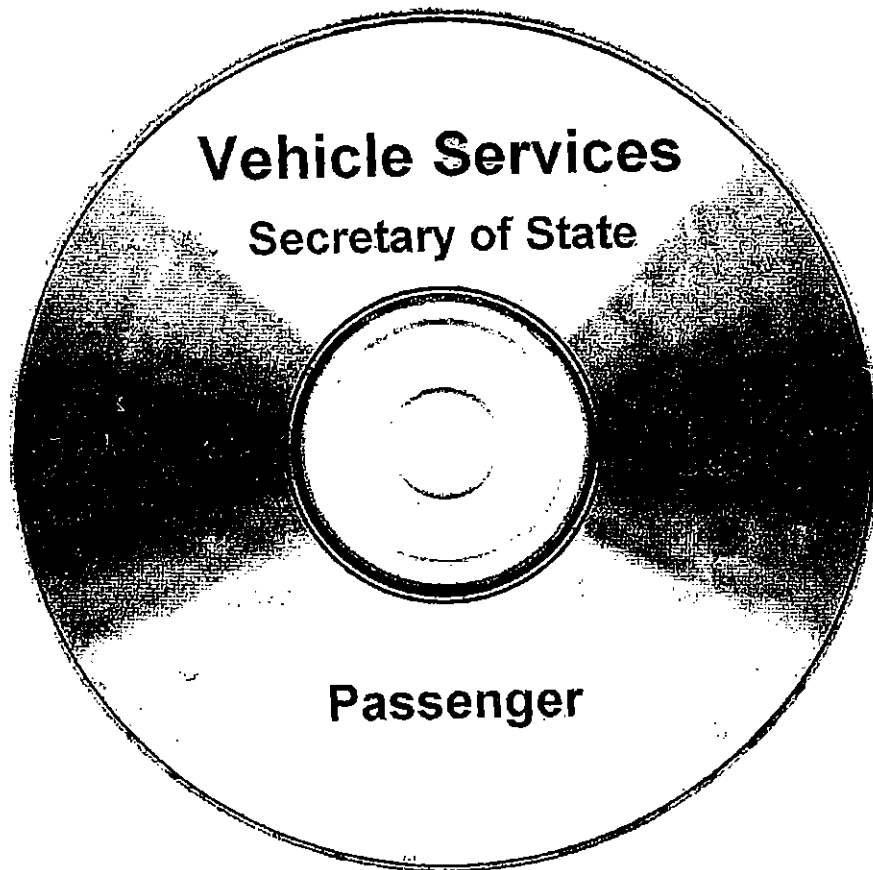


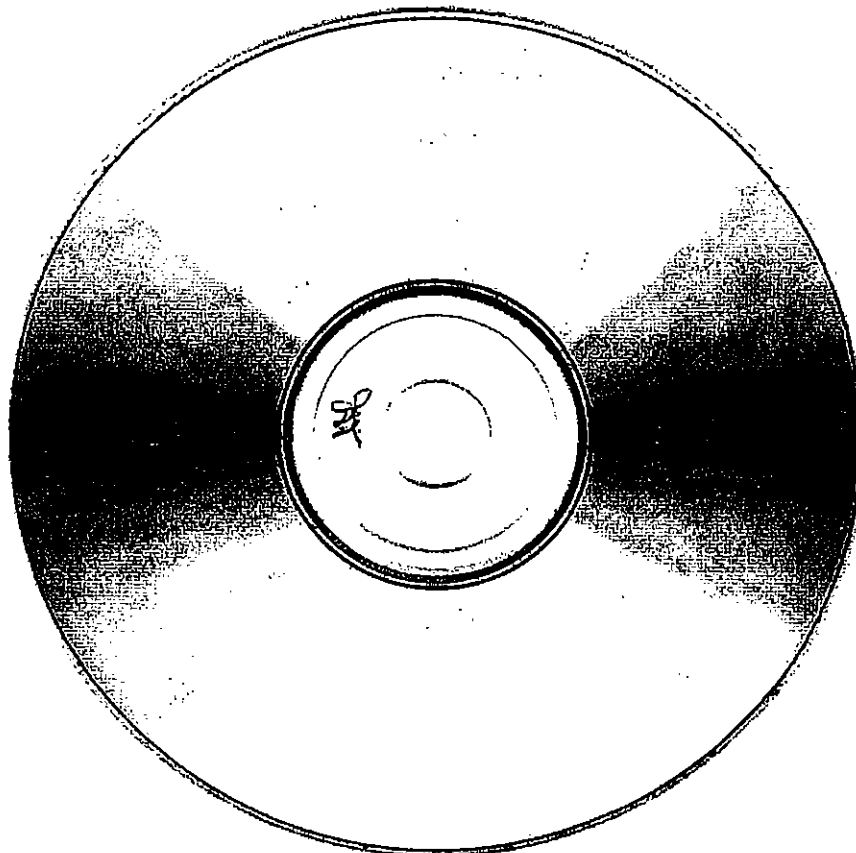
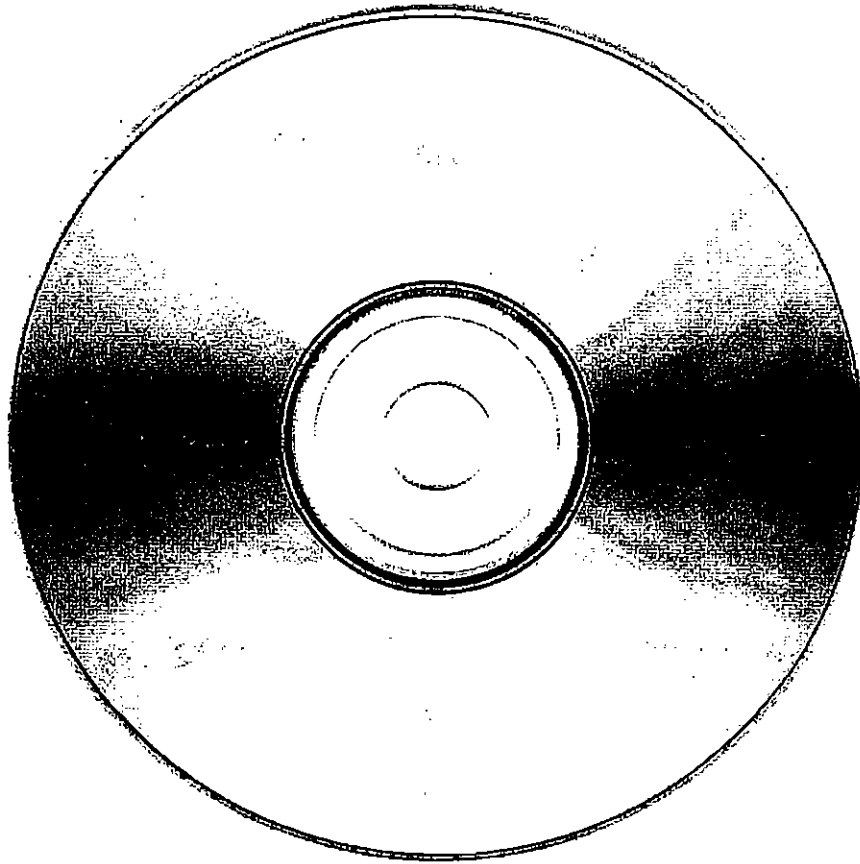
DAN JERGER

Subscribed and sworn to before me
this 22nd day of August, 2008.

Nicolas Lucio 8/22/08







REDACTED

PLATE #	EXPIR	REF #	VEHICLE	YR	BS	V. I. N.	*NAME, ADDRESS, AND ZIP CODE (* DENOTES MULTIPLE OWNER)	D. I. #
CMCY10182	MAR05	CMCY10182	KYMO	01	MC	RFBB1A0301YD500590*		
CMCY10183	MAR05	CMCY10183	HONDA	00	MS	3H1HF0301YD500590*		
CMCY10184	MAR05	CMCY10184	YAMAHA	02	MS	JYASAL7A02A009574		
CMCY10185	MAR05	CMCY10185	HONDA	84	MS	JH2HF010XS002729		
CMCY10186	MAR05	CMCY10186	HONDA	02	MC	JH2AF60092R002267		
CMCY10187	MAR04	BMCY3853	HONDA	78	MC	VL751105317		
CMCY10188	MAR05	CMCY10188	UNITED HT	01	MC	RFIDR0520LA002229		
CMCY10189	MAR04	JMCY1489	KINETIC	01	MC	RFIDR0520LA002229		
CMCY10190	MAR05	CMCY10190	YAMAHA	88	MS	JYA2VRA092A001871		
CMCY10191	MAR05	CMCY10191	HONDA	99	MS	3H1HF0301XD401833		
CMCY10192	MAR05	CMCY10192	HONDA	98	MS	3H1HF0306MD300267		
CMCY10193	MAR05	CMCY10193	HONDA	99	MS	3H1HF0308XD401425		
CMCY10194	MAR05	CMCY10194	HONDA	91	MC	JH2D80109MS000462*		
CMCY10195	MAR04	AMCY398	HONDA	00	MS	3H1HF0308YD501851		
CMCY10196	MAR05	CMCY10196	HONDA	86	MS	JH2HF0304GS113789		
CMCY10197	MAR05	CMCY10197	YAMAHA	75	MC	465000744		
CMCY10198	MAR05	CMCY10198	HONDA	02	MS	3H1HF03022D701793		
CMCY10199	MAR05	CMCY10199	KYMO	02	MC	RFBB1A072B102760		
CMCY10200	MAR04	JMCY3746	KYMO	01	MC	RFBSAAG21B131223		
CMCY10201	MAR04	VMCY9415	SEARIS	61	MC	VA12F47591		
CMCY10202	MAR05	CMCY10202	PALM BRER	02	MS	JMYCAL3A611302325		
CMCY10203	MAR05	CMCY10203	YAMAHA	99	MC	VS54UYA00YA104590		
CMCY10204	MAR05	CMCY10204	HONDA	89	MC	JH2AF170XKL23205		
CMCY10205	MAR05	CMCY10205	WHITZER	99	MC	RHAWMC182XP01654		
CMCY10206	MAR05	CMCY10206	HONDA	81	MC	JH2DA0107B6125203		
CMCY10207	MAR05	CMCY10207	HONDA	99	MS	3H1HF0308XD400288		
CMCY10208	MAR05	CMCY10208	HONDA	88	MS	JH2AF1707JK001500		
CMCY10209	MAR04	JMCY1511	KINETIC	01	MD	MDMEDTA6LA018416		
CMCY10210	MAR05	CMCY10210	HONDA	99	MS	3H1HF0300XD400897		
CMCY10211	MAR04	JMCY7913	APRILIA	01	MC	2D4PFE10X1S001438		
CMCY10212	MAR04	JMCY7796	HONDA	88	MS	JH2AF160XJK002920		
CMCY10213	MAR05	CMCY10213	AVANTI	00	MC	ME2BAR025YAT08599		
CMCY10214	MAR05	CMCY10214	YAMAHA	01	MS	JYA3ERC08LA042543		
CMCY10215	MAR05	CMCY10215	CLINTON	89	MC	SAL12084		
CMCY10216	MAR05	CMCY10216	LIN HAI	02	MC	LSMALT282T162688		
CMCY10217	MAR05	CMCY10217	SUZUKI	83	MC	JS1FZ11A5D3133901*		
CMCY10218	MAR05	CMCY10218	SUZUKI	83	MC	JS1FZ11A1D3138609*		
CMCY10219	MAR05	CMCY10219	HONDA	85	MC	JH2HF030XF8012903		
CMCY10220	MAR05	CMCY10220	HONDA	84	MS	JH2HF0107ES103273*		
CMCY10221	MAR04	VMCY902	DERBI	00	MD	VTHPRDDB7Y6150498		
CMCY10222	MAR04	JMCY3419	YAMAHA	87	MS	JYA2HE009HA701989		
CMCY10223	MAR05	CMCY10223	YAMAHA	01	MS	JYASAL7A21A003970*		
CMCY10224	MAR05	CMCY10224	HONDA	82	MC	JH2DA0103CS201601		
CMCY10225	MAR05	CMCY10225	SUZUKI	81	MC	JS1FZ12A5B3101784		
CMCY10226	MAR04	JMCY1090	HONDA	87	MS	JH2HF0301HS204391		
CMCY10227	MAR05	CMCY10227	APRILIA	03	MC	2D4SC01738000360		
CMCY10228	MAR04	JMCY6922	VESPA	83	MS	VNY2T13359		
CMCY10229	MAR05	CMCY10229	HONDA	79	MC	NC502121842		
CMCY10230	MAR04	JMCY5094	FUCH	77	MD	8726397		
CMCY10231	MAR05	CMCY10231	HONDA	86	MC	JH2HF0307F8003687		
CMCY10232	MAR05	CMCY10232	HONDA	85	MS	JH2HF0307F8003687		
CMCY10233	MAR05	CMCY10233	SUZUKI	83	MC	JS1FZ11A1D3139050		
CMCY10234	MAR05	CMCY10234	SUZUKI	83	MC	JS1FZ11A1D3139050		
CMCY10235	MAR05	CMCY10235	HONDA	01	MS	3H1HF030XD10602024		
CMCY10236	MAR05	CMCY10236	YAMAHA	02	MS	JYASAL7AX2A010635		
CMCY10237	MAR05	CMCY10237	FUCH	79	MD	3300604		
CMCY10238	MAR05	CMCY10238	YAMAHA	00	MS	VS54UYA00YA111124		
CMCY10239	MAR05	CMCY10239	YAMAHA	88	MS	JYA3BPA06JA026891		
CMCY10240	MAR05	CMCY10240	HONDA	87	MS	JH2RF0105HC208419*		

CODE DEFINITIONS- R=REVOKED PLATE D=DESTROYED PLATE P=CHANGE PENDING L=LEASED VEHICLE S=SHORT-TERM RENTAL T=TRANSFER

Press F1 for Help

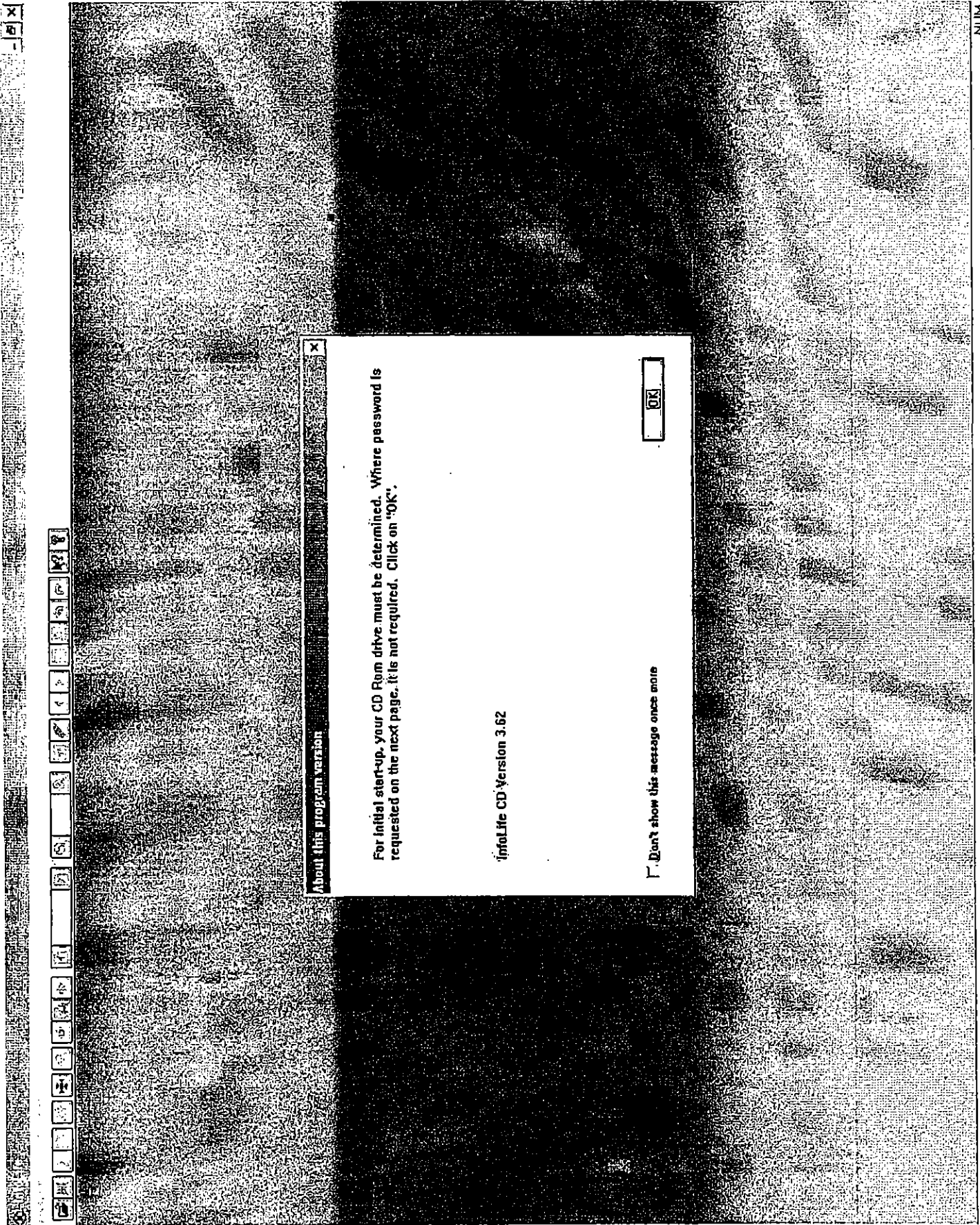
Page Single NUM

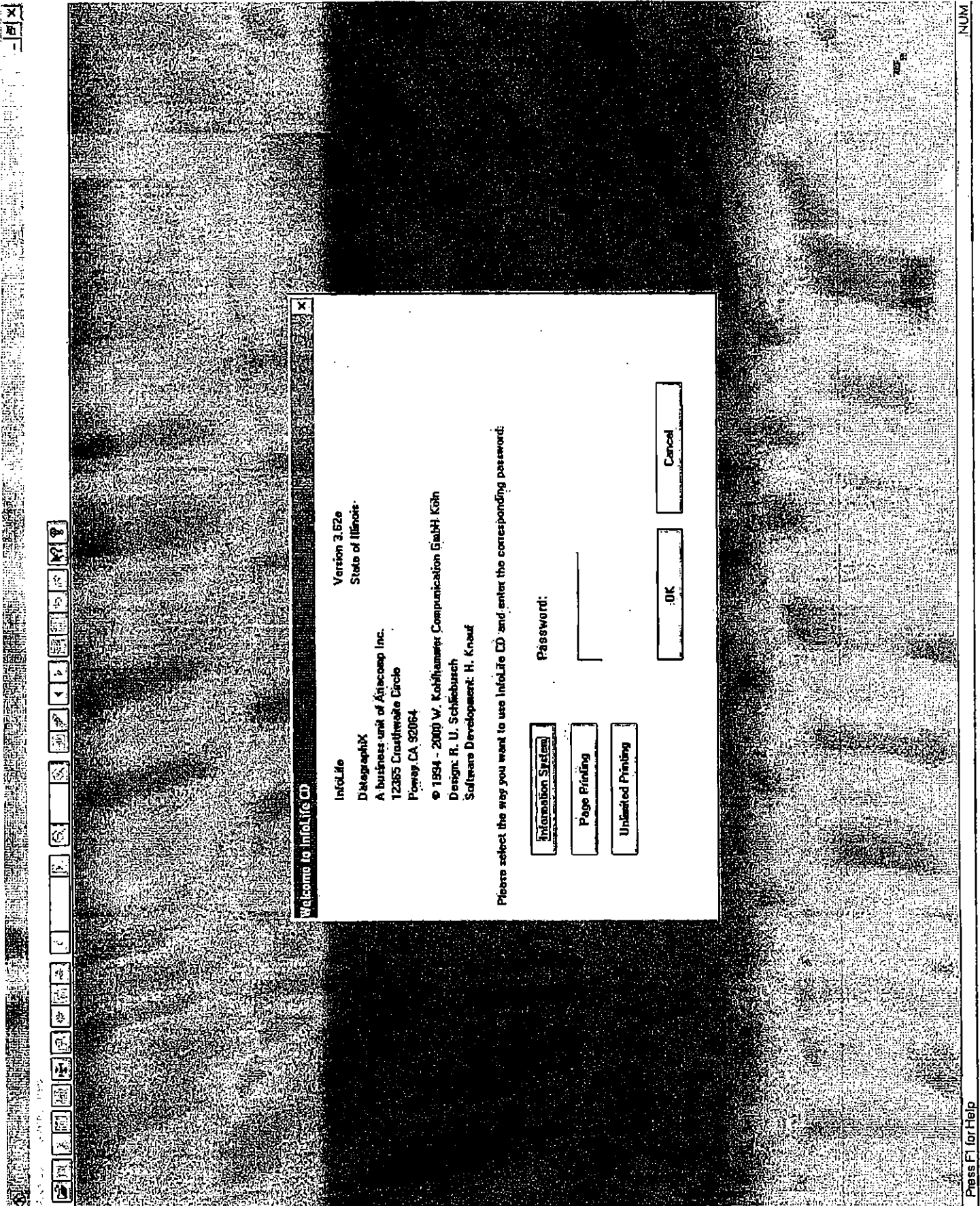
Exhibit C-1 of 2

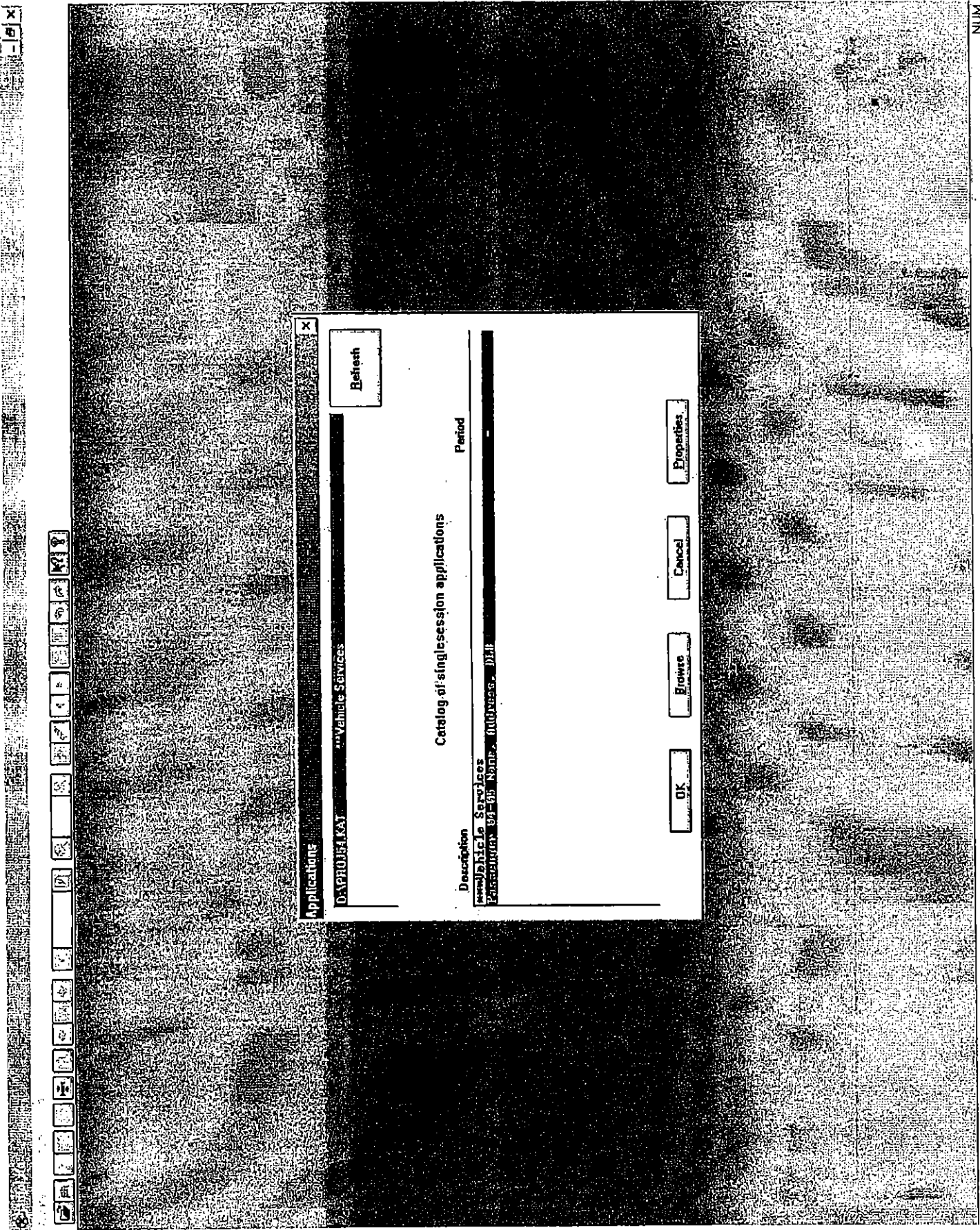
FISC TRUCKS 04-05 FISCAL ISSUED OCT 04 FICHE 001

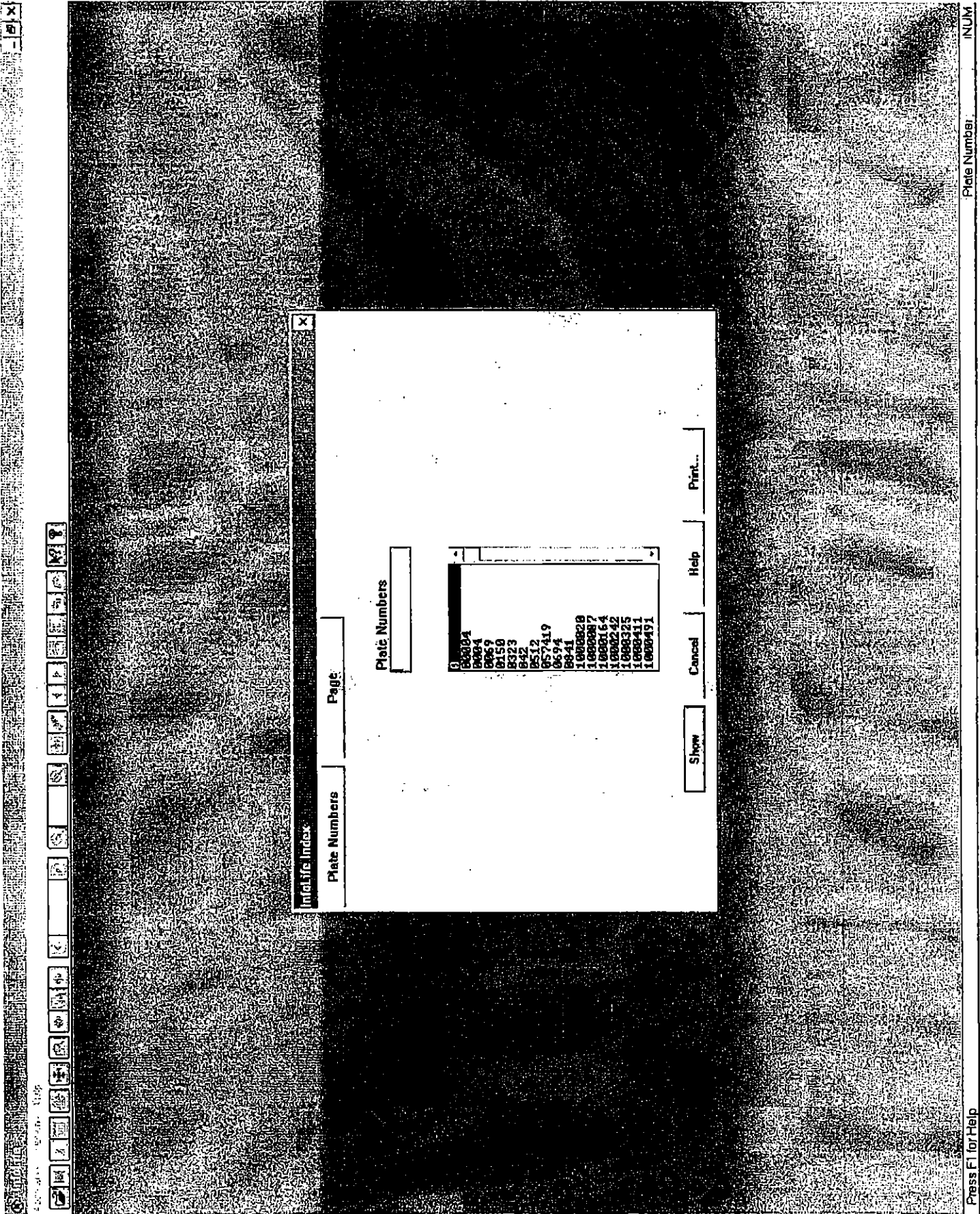
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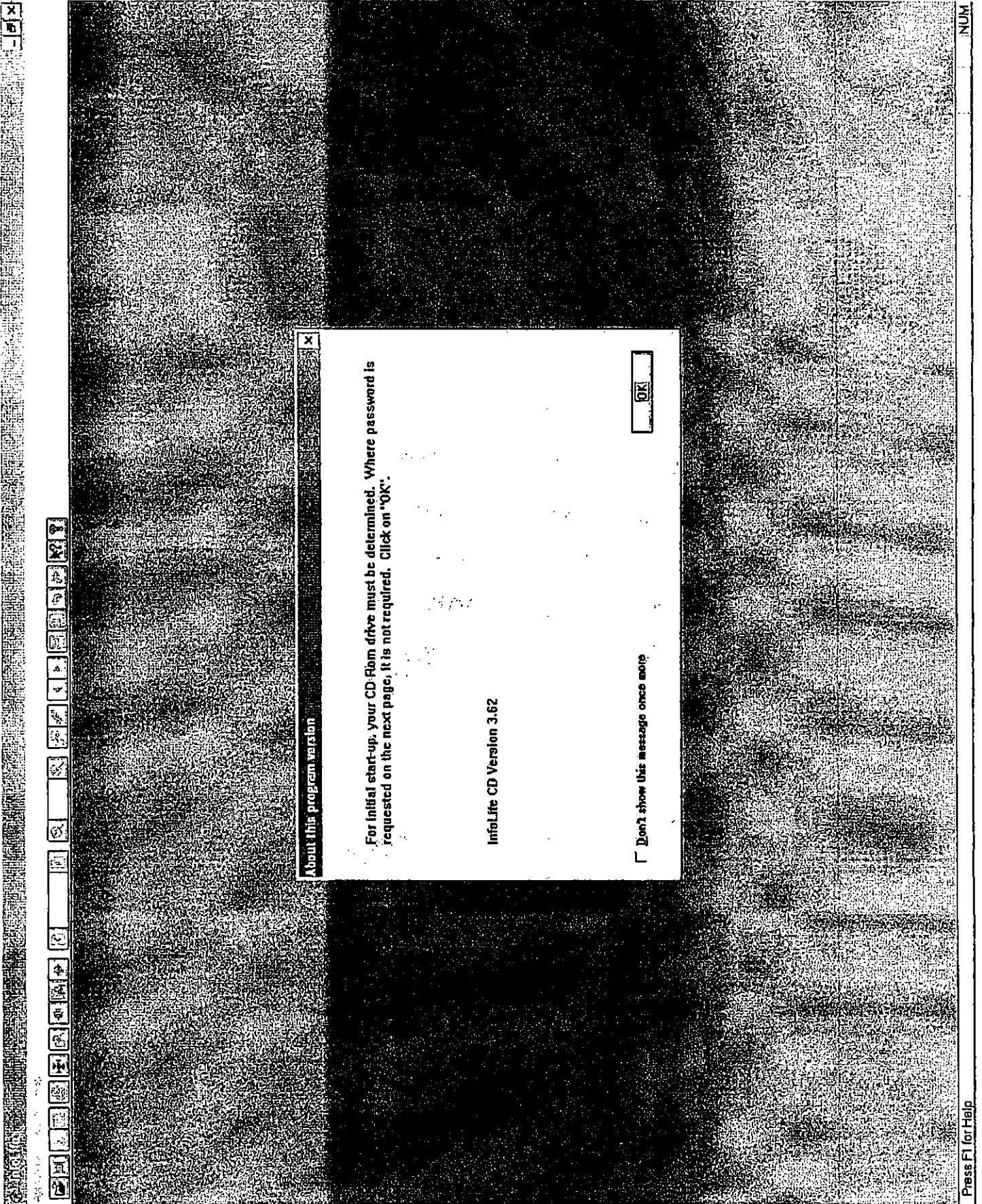
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350928	JUN05 350928B	FORD	01	PK	1FTRX17W71NA24985*		
350998	JUN05 350998B	CHEVROLET	02	TK	1GCTF19W28117167*		
351018	JUN05 351018B	DODGE	97	PK	1B7GL23X1V8182202*		
351068	JUN05 351068B	GMC	95	PK	1GTEC142482552417*		
351088	JUN05 351088B	FORD	80	PK	F15PFGJ5810		
351118	JUN05 351118B	CHEVROLET	93	PK	1GCSL423P8196337*		
351178	JUN05 351178B	FORD	96	PK	1FTCL4X7TFA58614*		
351188	JUN05 351188B	GMC	95	PK	1GTEK14K8S2527526*		
351208	JUN05 351208B	FORD	01	PK	1FTRM08191KE12072		
351358	JUN05 351358B	FORD	02	4W	1FM2U73K9222C55211		
351368	JUN05 351368B	FORD	89	PK	1FTGL11T8KUA98562		
351428	JUN05 351428B	FORD	95	PK	1FTEF14HLSNA12562*		
351478	JUN05 351478B	CHEVROLET	04	PK	1GCH24U64E256402*		
351538	JUN05 351538B	CHEVROLET	96	PK	2GCEC19R0T1189661		
351548	JUN05 351548B	CHEVROLET	89	PK	1GDC1426R282111*		
351678	JUN05 351678B	FORD	92	PK	1FTEF14Y6NPA75536*		
351718	JUN05 351718B	CHEVROLET	99	PK	1GCHK34JXK715844		
351788	JUN05 351788B	DODGE	89	PK	1B7J26Y2KS11838		
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354398	JUN05 354398B	TOYOTA	03	LL	5TEVU52N53Z170832		













Welcome to InfoLife CD

InfoLife
Datagraphix
A business unit of Anacom Inc.
12365 Croftview Circle
Poway CA 92064
© 1994 - 2000 W. Kohlhauser Communication GmbH Köln
Design: R. U. Schiffbusch
Software Development: R. Kneuf

Version 3.52e
State of Illinois

Please select the way you want to use InfoLife CD and enter the corresponding password:

Password:

NUM

Press F1 for Help

X
B
-



Applications

Refresh

DAVID J KAT

Available Services

Catalog of single session applications

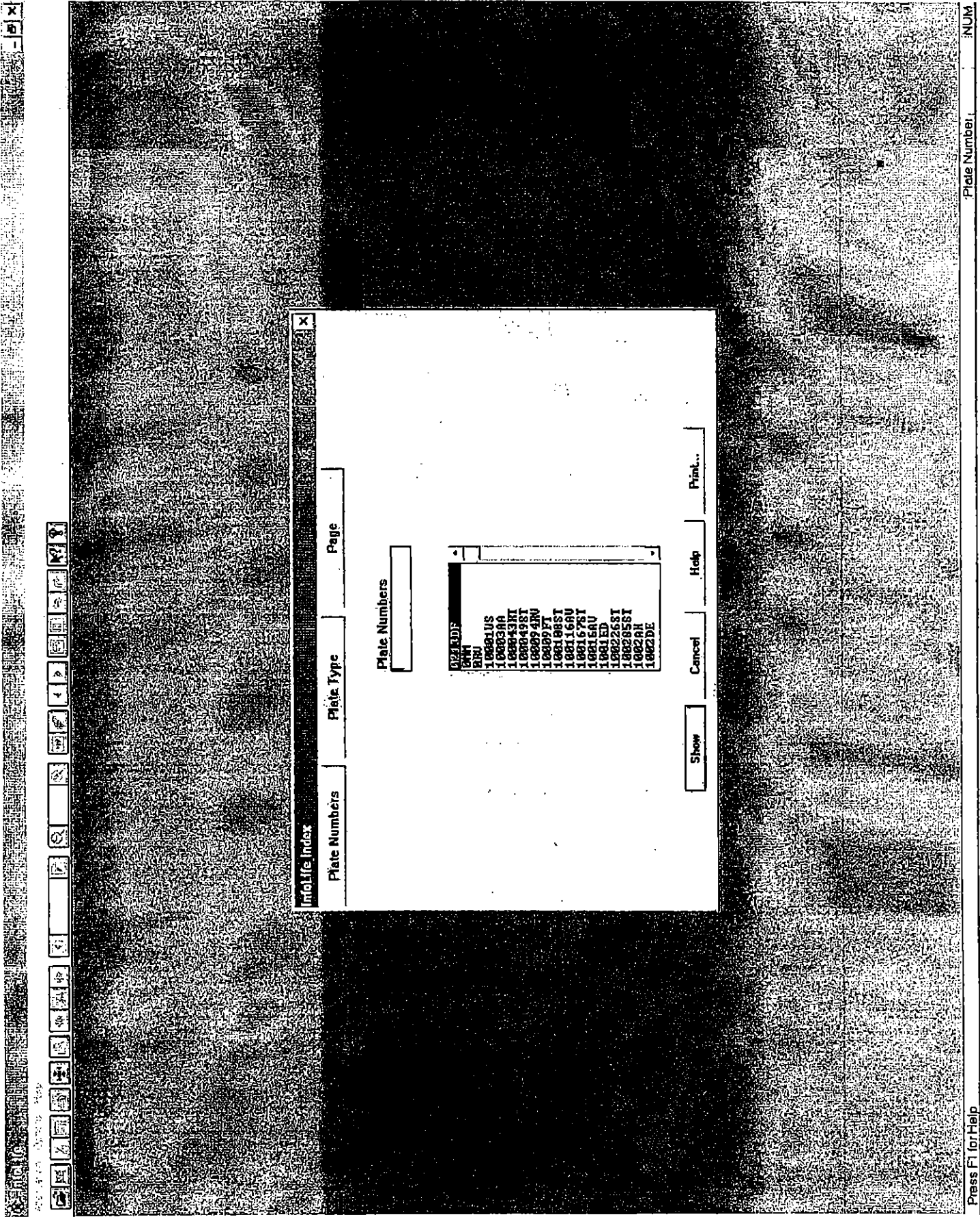
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see Jephia Services Calculator, 1995-96 Name, address, DMI Plaza 81-65 Name, address, DMI	

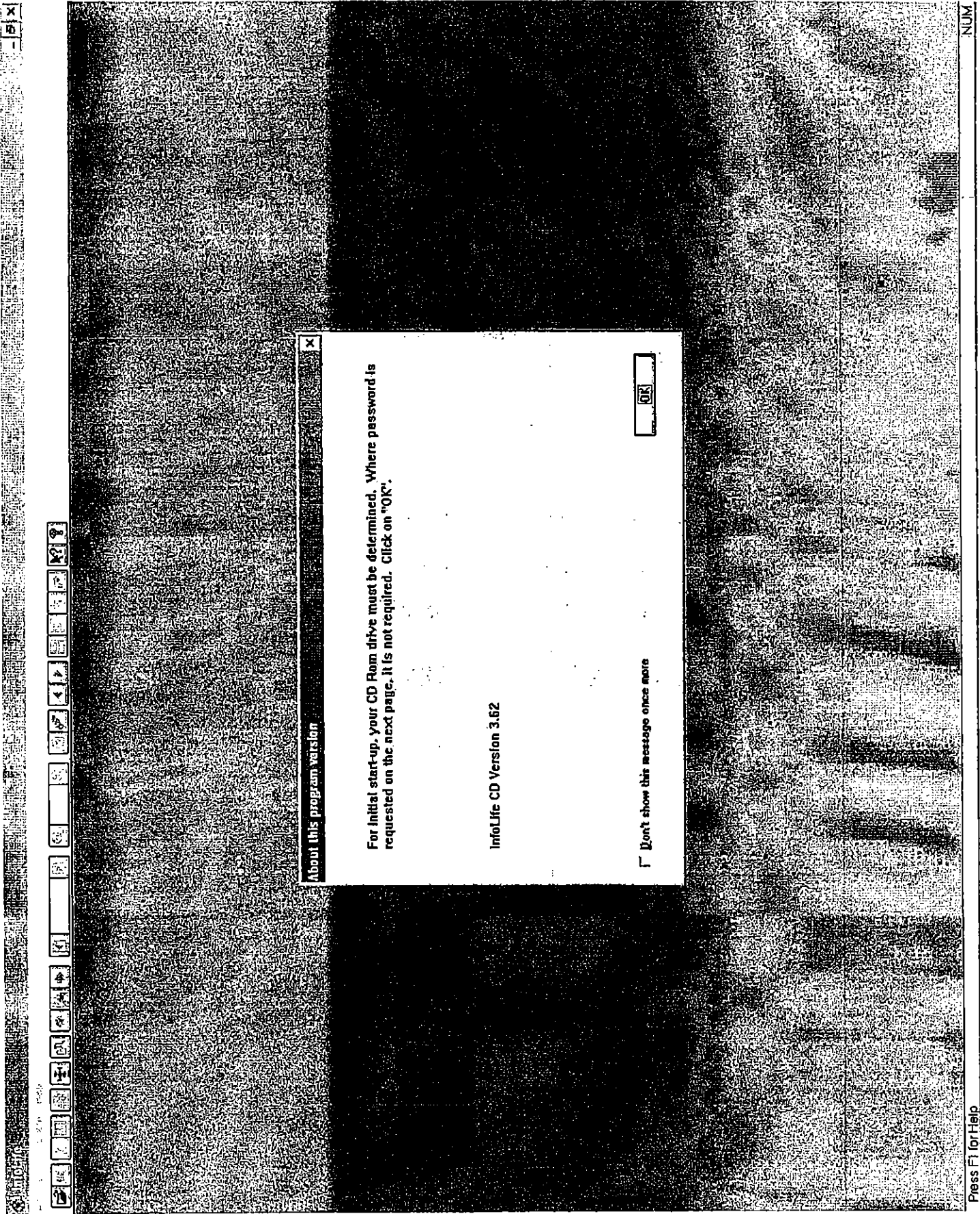
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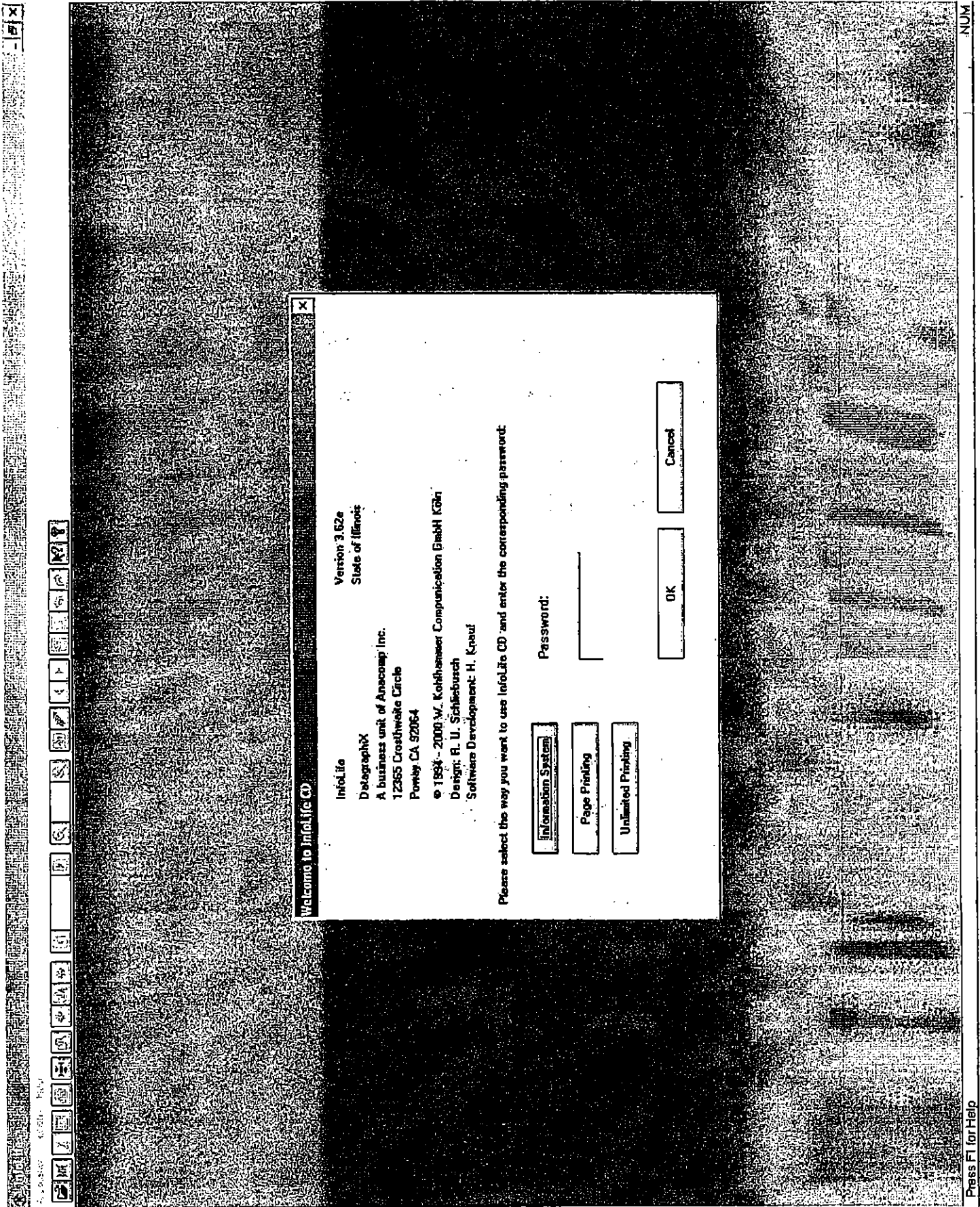
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Press F1 for Help

151







X
-
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Applications

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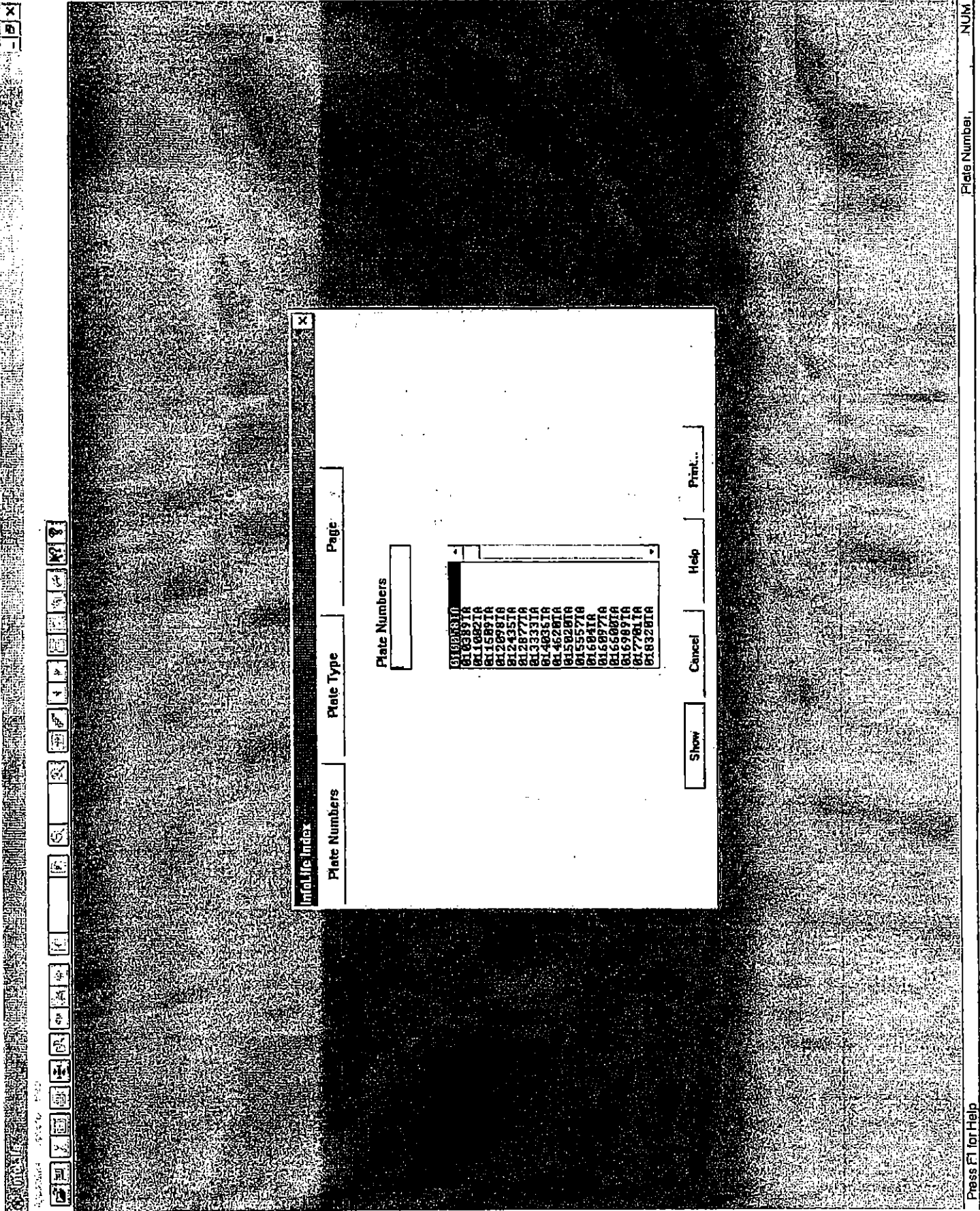
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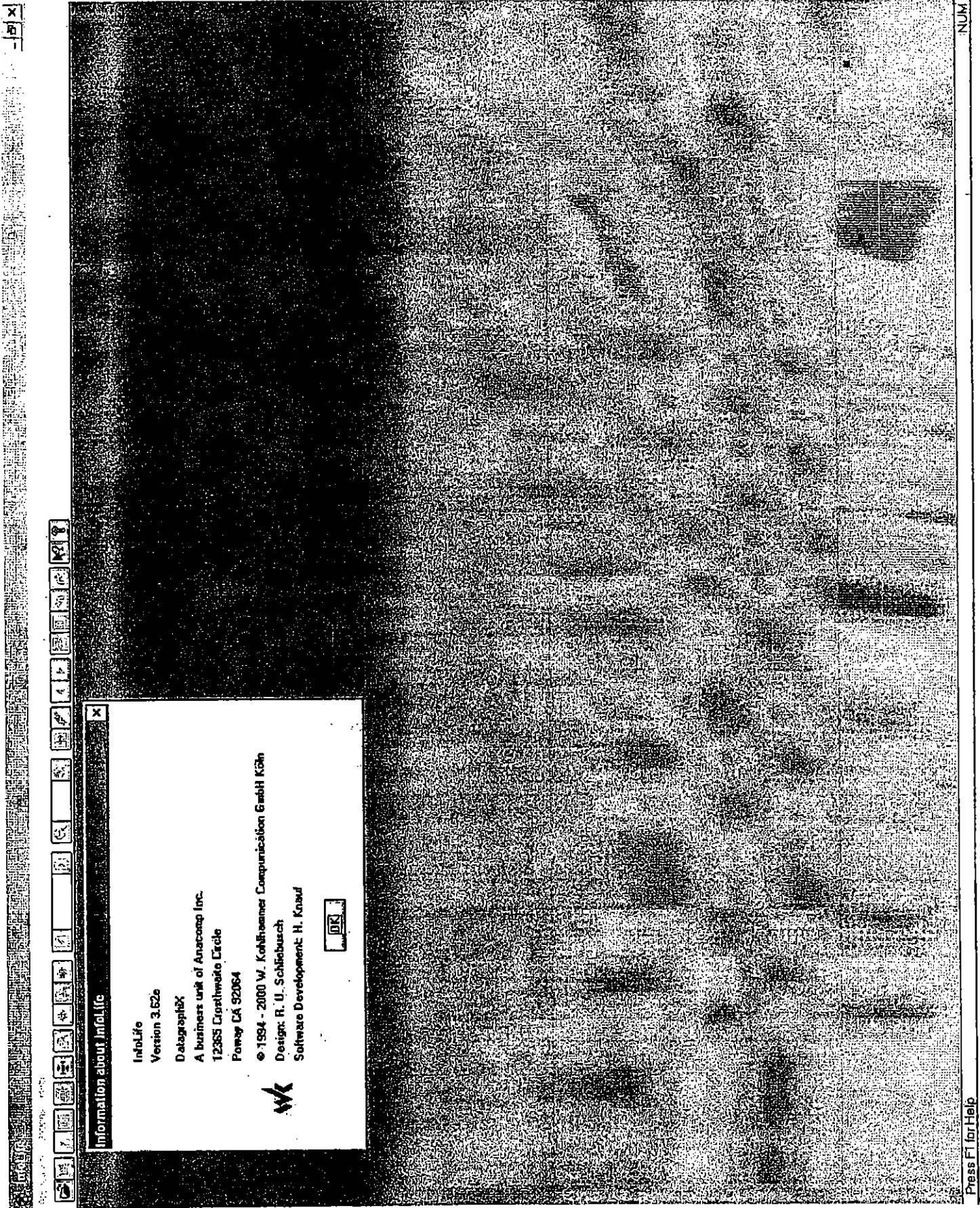
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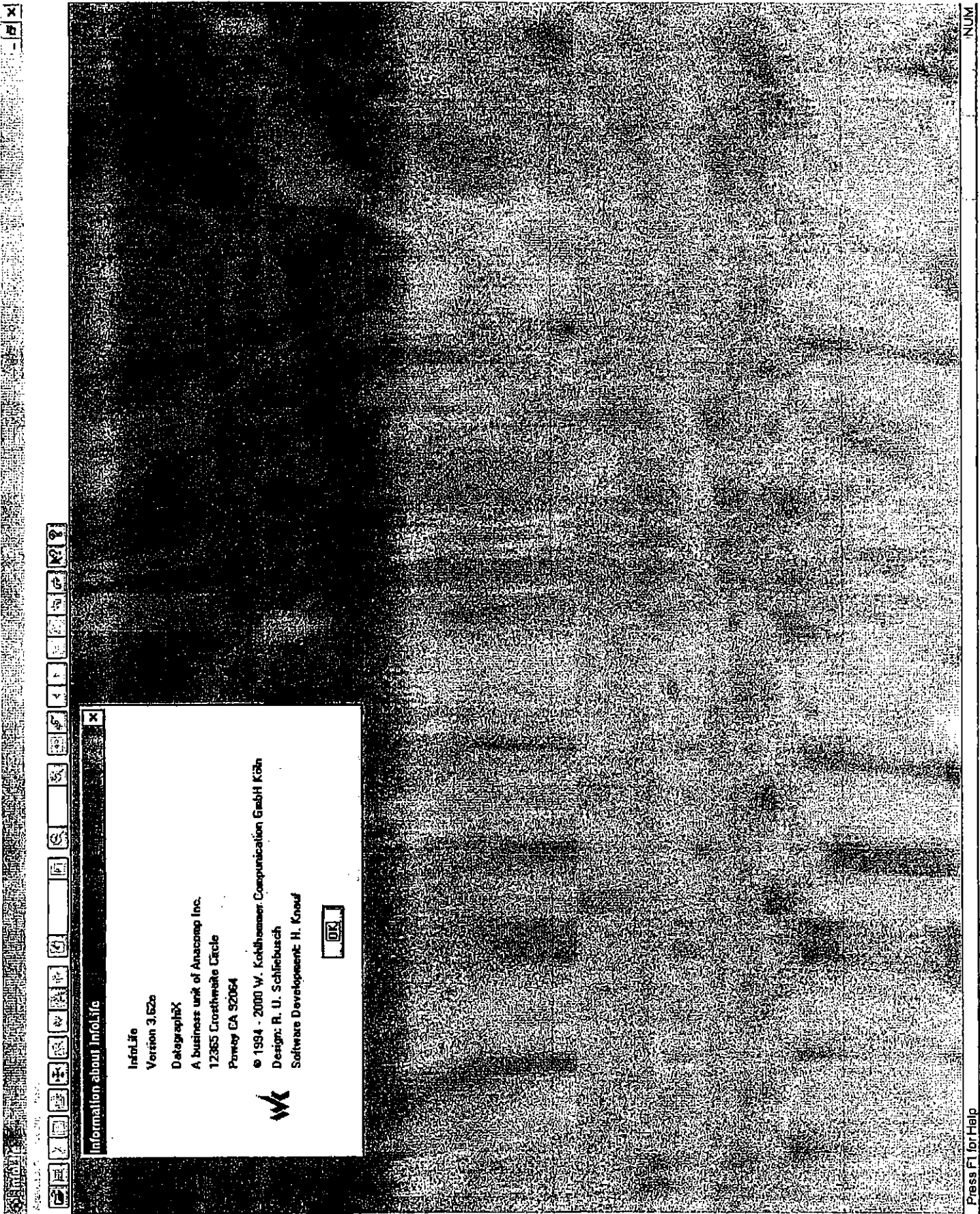
Catalog of single-session applications

Description	Period
Vehicle Services Calendar 04-05 Name, Address, DL Fiscal 04-05 Name, Address, DL	-

OK Browse Cancel Properties







[illegible]

[illegible]

INTERNATIONAL UNION OF OPERATING ENGINEERS
SECRETARY OF STATE
CHICAGO, ILL.
MARCH 10, 1902
TO THE NATIONAL ASSOCIATION OF ENGINEERS
NEW YORK, N.Y.

DEAR SIR:

I have the honor to acknowledge the receipt of your letter of the 2nd inst.

and in reply to inform you that the same has been forwarded to the proper authorities.

I am, Sir, very respectfully,
Yours truly,
J. J. Connelley

Secretary of State

Enclosed for you are two copies of a circular letterhead memorandum.

The first copy is for your information and the second copy is for the National Association of Engineers.

I am, Sir, very respectfully,
Yours truly,
J. J. Connelley

Secretary of State

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Yours truly,
J. J. Connelley

Secretary of State

3-10-02 R.
J. J. Connelley

	INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150	102695
	220 Madison Ave. New York, N.Y.	Armed and Safe Bank of Chicago Working Fund Account Chicago, Ill.
DATE: 03/10/02		AMOUNT: *****800.00
FIVE HUNDRED DOLLARS AND NO CENTS		
ORDER OF: SECRETARY OF STATE		
00009-0090		
VENDOR REF: 019900		



INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 150

Amalgamated Bank of Chicago
100 West Madison Street
Chicago, IL 60601

10985

DATE

08/08/08

AMOUNT

*****500.00*

PAY TO THE ORDER OF
HUNDRED FIFTY DOLLARS AND NO CENTS
TO THE ORDER OF

SECRETARY OF LOCAL 150

COUNTRYSIDE, ILL

James J. Miller
James J. Miller

ENDORSEMENT: 01 SECRET

1090521 1090521 1090521 1090521

Dear Mr. Strocher:

PERIOD 10/01/07-09/30/08

500.00 BKD

Local 150 requests to purchase from most current editions of the "Rabbit" used to
locate listings by place number. Enclosed is the completed application and appropriate
fee.

Please mail the set to:

Jim Miller, Assistant to the President
IUOE Local 150
6280 Joliet Road
Countryside, IL 60525

If you need to contact me, my phone number is 708/452-8800. Thank you for your
help with this matter.

Sincerely,

James J. Miller
James J. Miller

James J. Miller
Assistant to the President

JJM/ls

enclosure

sent via US certified mail # 7005 0500 0002 3147 9676

EXHIBIT

8

AGREEMENT FOR PURCHASE BY
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150

OF THE SECRETARY OF STATE'S
 COMPUTER STORED INFORMATION

1. This Agreement made this 27th day of June, 2008, between Jesse White, Secretary of State of Illinois, hereinafter known as the Secretary, and the International Union of Operating Engineers Local 150, hereinafter known as the Purchaser.
2. Purchaser applies to buy from the Secretary and the Secretary agrees to sell to the Purchaser information from the Secretary's computer stored information concerning vehicle registration information plate number sequence.
3. Purchaser agrees to pay all applicable statutory fees, if, errors and currently prescribed by 625 ILCS 5/2-123 of the Illinois Vehicle Code entitled "Sale and Distribution of Information" and 92 IL Adm. Code 1002.60 Motorist's actual cost of said information is to be reported in a separate communication between the parties determined when the Secretary has completed the requested work, payable to the Secretary before delivery of the information to the Purchaser. Payment shall be in cash, certified check, money order, or company check.
4. The information shall be furnished to the Purchaser on a computer processible media as prescribed by the Secretary and furnished by the Purchaser to the Secretary for transfer from the Secretary's computer files. Purchaser shall pay all postage and handling costs for the transfer of the media to and from the Secretary.
5. The Purchaser pursuant to Section 2-123(a-1) of the Illinois Vehicle Code (625 ILCS 5/2-123(a-1)) shall disclose the intended use of the information purchased and the Purchaser agrees that it shall, prior to using, reselling, transmitting, or otherwise making available, driver's, vehicle or title lists or to using these lists to update, enhance or verify any information, remove from the list purchased all names and addresses and other personally identifiable information of all persons who request pursuant to Section 2-123 (a-1) of the Illinois Vehicle Code that their personally identifiable information not be used for commercial solicitation purposes (625 ILCS 5/2-123(a-1)) to check place of residence only.
6. Requests to the Secretary from individuals or the town requesting that specified names not be used will be honored by the Secretary and will not be included in the listing provided.
7. It is further agreed that the information, lists, names and other material provided by the Office of the Secretary of State hereunder shall not be made available to other persons, firms, corporations, partnerships or other legal entities. The Purchaser further agrees that it shall not engage in any illegal act or practice which is unfair or deceptive in the use of this list or in violation of the published rules of the Office of the Secretary (92 IL Adm. Code 1002.60).
8. Should the information contained herein be exchanged with or sold to another person, firm, or corporation for other information or lists, such shall constitute a material breach of this Agreement and all information previously received by the Purchaser shall be returned to the Office of the Secretary. No money paid to the Secretary shall be refunded. A material breach of the Agreement by the Purchaser shall result in no further information being sold to the Purchaser by the Secretary for a term of 5 years from the date of the breach (92 IL Adm. Code 1002.60).

9. In no case shall any refund or any purchase price be given by the Secretary of State's Office, once the Secretary of State's Office has completed the work contracted for by contractor and presented the information to the contractor.

10. Purchaser agrees that any information received pursuant to this agreement will not be used to establish a competing service to that offered by the Secretary of State's Office as specified in Section 2-123 of the Illinois Vehicle Code (625 ILCS 5/2-123) which is more specifically described as the sale of registration and title or driver's license information to any member of the public who pays the statutory fee for obtaining that information. This provision shall not be waived. Purchaser may use the information obtained to update data, compile statistical data, and other purposes which are not available as commercial solicitation or which are not in violation of or in direct competition with the Office of the Secretary of State's sale of information procedures.

11. In witness whereof, the parties hereto have caused this instrument to be executed by these duly authorized officials of each party.

James J. Miller do hereby attest and duly verify under penalty of
(purchaser or his representative)

perjury, that the information contained in this Agreement is true and correct to the best of
my knowledge.

June 4, 2008
Date

James J. Miller
(Signature of Purchaser or Representative)

For the Secretary

Date

By _____
(Signature)

Company Name: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 350

Company Address: 6200 ROLLET ROAD, COUNTRYSIDE, IL 60525

Telephone Number: 708/482-8600